



Redwood Valley County Water District

Post Office Box 399 • Redwood Valley, CA 95470 • (707) 485-0679

AGENDA BOARDS OF DIRECTORS

Special Meeting

Time: 4:00 p.m.

Date: Tuesday, December 30, 2014

Location: District Office, 2370 Webb Ranch Road, Redwood Valley, CA

Open to the Public

- *All items listed below are considered action items unless otherwise noted.*
- *The items listed below are numbered for convenience only and may not necessarily be heard in this order.*

1. Roll Call.
2. Hearing of comments or questions from the attending public for items not on the agenda.
(See end of Agenda for information regarding public comments.)
3. Acceptance of Agenda.
4. Discussion and possible Action of the JPA Agreement/and Resolution
A) JPA Agreement & Resolution.

POSTED: December 29, 2014

Public Comments

Comments will be limited to matters under this District's jurisdiction that are not on the posted agenda and items that have not been previously considered by the Board of Directors.

Comments on a matter not on the agenda are limited to three (3) minutes per person and not more than ten (10) minutes for a particular subject.

No action will be taken. Individuals wishing to address the Board are welcome to do so throughout the Meeting.

Special Meetings/Emergency Meetings

In accordance with Section 54956 of the Government Code Brown Act, no other business shall be considered by the legislative body at these meetings.

ADA Compliance

The Redwood Valley County Water District complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. To assist us in better understanding your request, please notify the District Office no less than 3 working days in advance of the meeting by calling (707) 485-0679.

BOARD OF DIRECTORS

Granville Pool
Pamela Ricetti
Ken Todd
Jeff Basili



Redwood Valley County Water District

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RESOLUTION NO. 2014-7
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDWOOD VALLEY COUNTY WATER DISTRICT
EXECUTING THE DOCUMENT ENTITLED
UPPER RUSSIAN RIVER AGENCY JPA
December 30, 2014

WHEREAS, the Redwood Valley County Water District (Redwood) wishes to enter into the Upper Russian River Water Agency: and,

WHEREAS, on December 17, 2014, the Redwood Valley Board approved Resolution 2014-6 to approve a Draft entitled Upper Russian River Agency Joint Powers Agreement: and,

WHEREAS, the Redwood Board of Directors has reviewed the Draft entitled UPPER RUSSIAN RIVER AGENCY JPA-EXECUTED: and,

WHEREAS, the President of the Redwood Board of Directors is authorized to execute the Joint Powers Agency Agreement: and,

WHEREAS, a copy of this resolution shall be provided to the Upper Russian River Water Agency when the agreement is signed by the authorized Redwood representative.

NOW, THEREFORE, Be It Resolved that the President of the Board of Directors of the Redwood Valley County Water District is authorized to execute the Upper Russian River Water Agency Joint Powers Agreement entitled UPPER RUSSIAN RIVER AGENCY JPA-EXECUTED and rescind Resolution 2014-6 approving a previous draft of December 17, 2014.

PASSED, ADOPTED AND APPROVED at a meeting of the Board of Directors of the Redwood Valley County Water District on the 30th of December, 2014 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

SIGNED: _____
Granville Pool
President, Board of Directors

ATTEST: _____
Paula Berezay, Acting Secretary

BOARD OF DIRECTORS

*Granville Pool
Pamela Ricetti
Ken Todd
Jeff Baslli*

**UPPER RUSSIAN RIVER WATER AGENCY
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made in December 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”), CALPELLA COUNTY WATER DISTRICT, (hereinafter referred to as “Calpella,”) and MILLVIEW COUNTY WATER DISTRICT, (hereinafter referred to as “Millview”).

A. WHEREAS, Willow, Redwood Valley, Calpella, and Millview as municipal water purveyors desire to form an entity to exercise such of their common powers as the members of the agency may unanimously agree to exercise 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, Calpella 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:

A. Agreement: The term, “Agreement” refers to this Joint Powers Agreement, by and between Calpella, Willow, Redwood Valley, and Millview, as may be amended from time to time as provided herein.

B. Agency: The term, “Agency” refers to the UPPER RUSSIAN RIVER WATER AGENCY.

C. Constituents: The term, “Constituents” refers to Willow, Redwood Valley, Calpella and Millview.

2. Purpose and Creation of the Upper Russian River Water Agency.

This agreement is made pursuant to the Joint Powers Law in order to: (a) make use of economies of scale; (b) provide for the joint exercise of such common powers of the Constituents which are either enumerated herein, or which are agreed to be exercised by the agency by a unanimous vote of the Constituents, (c) to provide a method of jointly addressing issues of concern to the Constituents with respect to water and sewer issues; (d) foster coordination of effort concerning these issues.

3. Filing of this Agreement. 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.

4. Term. This Agreement shall be effective on the execution by two or more Constituents. Upon becoming effective, this Agreement shall continue in full force and effect until terminated as allowed below

5. Preservation of Records : 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 dissolution of the Agency. The Agency may deposit those records with one of the Constituents.

6. Enumerated Powers of the Agency: The Agency shall have the power to exercise any power common to the principal act of the Constituents to accomplish the purposes of this Agreement, however, no such common power shall be exercised by the Agency, except upon unanimous approval of the Constituents as evidenced by resolutions of approval filed with the Agency, or unless such powers are unanimously enumerated below:

- a. to make and enter contracts;
- b. to manage, maintain or operate any building, works or improvements water works or sewer works owned by the Agency, but not those owned by the Constituents;
- c. to enter into a contract or contracts to maintain or operate any building, work of improvement, water works or sewer works owned by a Constituent;
- d. to insure against liability;
- e. to incur debts, liabilities or obligations;

- f. to sue and be sued in its own name;
- g. to acquire, hold and alienate real property, personal property, or usufructuary property;
- h. to negotiate for the purchase of water and/or water rights by the Constituents from the Mendocino County Russian River Flood Control and Water Conservation Improvement District and others;
- i. to receive the assignment of water rights;
- j. to contract with third parties for water supply agreements for use within the territories of the Constituents;
- k. to contract with third parties for the purchase or other acquisition of water rights for use within the territories of the Constituents;
- l. to develop new sources of water for use within the territories of the Constituents;
- m. to allocate among the Constituents entitlement to such water and water rights in such manner as the Constituents may agree;
- n. to take such action as may be necessary to preserve contract rights and water rights;
- o. to investigate, consider, adopt and implement a groundwater management plan; and to establish programs for the management of underground water supplies and replenishment thereof; and to assume monitoring and reporting responsibilities related to groundwater water supplies all as permitted by Water Code § 31048, or any other provision of law; and to apply for grants pursuant and to initiate or participate in investigations, studies, and to plan and design criteria for the construction of groundwater projects; and to coordinate the same within the territorial boundaries of the Constituents as may be allowed or required by law.
- p. to prepare, adopt, update and implement urban water management plans and agricultural water management plans; and to provide for efficient water management practices and water conservation; and to coordinate the same within the boundaries of the Constituents as allowed or required by law;

q. to take such actions as are necessary to advocate and foster the fullest possible application of county of origin protections and for the allocation of such waters within the territorial boundaries of the Constituents as allowed or required by law;

r. to oppose the exportation of water outside of the county of origin.

7. Powers not granted:

a. The Constituents hold and control all powers not specifically granted to the Agency

b. No debt, liability or obligation of the Agency shall be, or shall be deemed to be a debt, liability or obligation of any Constituent.

c. No debt, liability or obligation of any Constituent shall be, or shall be deemed to be a debt, liability or obligation of any other Constituent.

d. No asset of any kind owned by a Constituent shall be, or shall be deemed to be, an asset of the Agency unless specifically transferred or assigned to the Agency by a written instrument signed by an authorized agent of each and all of the Constituents and the Agency.

8. Governing Board. The Agency shall be governed by a board of directors, hereinafter referred to as “the Board,” as follows;

a. Each Constituent shall appoint one member of the Board. Each member of the Board must be a member of the governing body of a Constituent. Each member of the Board shall have one vote. Each member of the Board shall serve in his or her individual capacity but at the pleasure of the appointing authority. The vote of each Board member may be directed by the governing body of the Constituent having appointed the Board Member.

b. All actions by the Board must be by unanimous vote of all Constituents at a meeting of the Board noticed in compliance with the Brown Act.

c. The Board shall have the power to:

i. set compensation of the Board members and officers;

ii. appoint a director, bookkeeper or accountant, engineer and such other officers and employees as the Agency may require and to set their compensation and to assign them such duties and responsibilities as the Board may direct;

iii. take all other actions normally allowed to a governing board but subject to the limitations of such powers of the Agency set forth herein.

9. Duties of the Governing Board. The Board shall:

- a. plan, coordinate and implement policy for the Agency;
- b. provide oversight of Agency operations;
- c. promulgate policies, set standards, keep records, make technical evaluations, and negotiate and enter into agreements with public and private parties;
- d. keep the Constituents informed of all Board actions;
- e. assure compliance with the provisions of the Ralph M. Brown Act commencing with Government Code section 54950 or any successor legislation hereinafter enacted;
- f. assure that minutes of all meetings are kept and properly disseminated;
- g. adopt By-Laws consistent with the provisions of this agreement;
- h. obtain and keep in force such insurance protection as is necessary to protect the interest of the Agency, its governing Board, the Constituents and the public;
- i. assume the defense of, indemnify and save harmless each Constituent and its respective directors, officers, 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 pursuant to this agreement;
- j. adopt a budget each year;
- k. maintain a regular set of account records;
- m. to adopt a conflict of interest code as required by law.

n. The members of the governing board shall be responsible for reporting on the activities of the Agency to their respective Constituents.

10. 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: General Manager
151 Laws Avenue
Ukiah, Ca. 95482

If to Redwood Valley: Redwood Valley County Water District
Attention: General Manager
P.O. Box 399
Redwood Valley, Ca. 95470

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

If to Calpella Calpella County Water District
Attention: General Manager
151 Laws Avenue
Ukiah, Ca. 95482

11. Addition of Constituents Any public agency that is a purveyor of water, or an operator of a sewer treatment or collection system, or both, which is located within the Russian River Watershed may apply to become a Constituent. The Board may approve the application, approve it with conditions or reject the application. The application shall be deemed completed when each of the governing bodies of the Constituents signifies ratification of the action of the Board and delivers such resolution to the Secretary of the Agency.

12. **Withdrawal or Termination of a Constituent.** Any Constituent may withdraw from membership in the Agency upon Ninety (90) days' notice. In the event of such a withdrawal by a single Constituent the Agency shall continue to exist, with the membership adjusted to reflect the withdrawal. Withdrawal by a single Constituent shall not entitle that Constituent to reimbursement for past capital contributions or to distribution of any assets or funds of the Agency, unless otherwise specified in a written agreement.

13. **Termination of the Agency.** The Agency may be wound up and liquidated if only one Constituent remains, or by unanimous vote of the Board, or upon application of the Constituent to terminate the Agency, and then as may be directed by a court of competent jurisdiction. Unless otherwise provided for by law or by the Constituents, the winding up and dissolution procedure provided in the California Corporation Code shall be followed unless inconsistent with the Agreement. If the Agency is wound up and liquidated, any property acquired as the result of the joint exercise of power, including but not limited to any surplus money on hand or any other real property, shall be returned in proportion to the contributions made by the Constituents.

14. **Dissolution of a Constituent.** In the event that a Constituent ceases to exist as an independent agency in the form in which it existed at the time of joining the Agency then its membership in the Agency shall terminate. Dissolution of a single Constituent shall not entitle that Constituent, or its successor, to reimbursement for past capital contributions or to distribution of any assets or funds of the Agency, unless otherwise specified in a written agreement.

15. **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.

16. **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.

17. **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.

18. **Amendments.** This Agreement may be amended by mutual written consent of all of the Constituents. Any amendment shall be in writing signed by authorized representatives of all Constituents hereto with the authorization being memorialized by a resolution duly adopted by the governing board of each Constituent.

19. Authorized Actions Only: No Constituent, Board member, or a constituent or employee of a constituent shall act on behalf of the Agency without the express written authority of the Agency.

20. How the Agency May Act: The Agency may act or authorize others to act on its behalf only through the adoption of motions or resolutions authorizing such actions. When such motions or resolutions are adopted they shall specifically state the extent of the authority of the person or entity to so act.

21. Duties of Third Parties Dealing with the Agency. Agencies or persons interacting with the Agency shall be under affirmative duty to ascertain the authority, and any limitations on the authority, of the agents, employees or others acting on behalf of the Agency prior to relying upon any representation, implied or explicit concerning that authority.

22. Interpretation: This agreement should be interpreted to give purpose and effect to the overall meaning of the agreement and should where possible be interpreted in such a fashion as to find this agreement valid and enforceable notwithstanding errors of grammar, spelling or punctuation. If a court or an arbitrator finds that one portion of this agreement cannot be so interpreted then that portion shall be stricken and the remainder of the agreement interpreted as if that portion did not exist.

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

Signature: _____

By: _____

Dated: _____

Redwood Valley County Water District

Signature: _____

UPPER RUSSIAN RIVER AGENCY JPA – EXECUTED

By: _____

Dated: _____

Millview County Water District

Signature: _____

By: _____

Dated: _____

Calpella County Water District

Signature: _____

By: _____

Dated: _____