

Russian River Flood Control & Water Conservation Improvement District

AGENDA

In Person: 304 North State Street, Ukiah at District office

<https://us02web.zoom.us/join/82417400872?signature=EdH4uoM7Y1zOqygZ9bhOnTf6Je4ibvdzagrVXhdiP8M>

(continued...)

8. Uniform Water Sale & Purchase Agreement
Board will review information and receive public input on Article 12 of the Uniform Water Sale & Purchase Agreement with possible direction to Staff, and/or Legal Counsel.

REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS (6:35 PM)

9. General Manager Report & Correspondence (*written*)
10. Water Supply Conditions Update (*written*)
11. Consent Calendar
 - a) Acceptance of the October 2026 Financial Reports
 - b) Approval of October 5, 2026 Regular Board Meeting minutes
 - c) Adopt Resolution #26-08 *Reaffirming Policy 4116 Conflict of Interest Code and Statements of Economic Interest Policy*
12. Trustee & Committee Reports
 - a) Update from the LAFCo MSR/SOI & Annexation Ad Hoc Committee
13. Direction on Future Agenda Items

ADJOURNMENT

PUBLIC EXPRESSION – The Board welcomes public participation in its 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 on the agenda are considered action items unless otherwise noted. All times and the order of business are approximate and subject to change.

Pursuant to Government Code section 54957.5, writings that are public records and relate to an open session agenda item and are distributed to a majority of the Board less than 72 hours prior to the meeting, or at the meeting itself, will be made available for public inspection on the District's website at www.RRFC.net under the agenda for the applicable meeting. Copies will also be available for public inspection at the District office located at 304 N. State Street, Ukiah, CA by appointment.

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Christopher Watt

Vice President
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Trustee
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***Mendocino County Russian River Flood Control &
Water Conservation Improvement District***

STAFF REPORT

**Item 6: Mendocino County Inland Water & Power Commission (IWPC) Updates
Monday, November 2, 2026**

The Strategic Plan relevant priorities are:

- **Priority 1: Water Supply Security** (Ensure reliable, resilient, and available sources of water.)
Goal 2: Advance fair and reliable trans basin diversions.
Goal 3: Increase storage capacity.
- **Priority 2: Strategic Partnerships** (Collaborate to achieve aligned goals for mutual benefit)
Goal 3: Collaborate with strategic partners to enhance accountability and transparency.
- **Priority 3: Advocacy and Engagement** (Be an influential voice for our region through outreach, education, funding, regulation, and legislation.)
Goal 1: Improve public awareness and understanding of the importance of water issues.
Goal 2: Pursue State and Federal governmental policy and funding support.
- **Priority 4: Governance and Operational Excellence** (Foster sustainable leadership and management of agency resources.)
Goal 4: Sound and sustainable management of District finances.

Background

The District is one of five members of the Mendocino County Inland Water & Power Commission, a joint powers authority providing a unified voice and effort for continued diversions from the Eel River into the Russian River watershed as well as expanding storage capacity in the Russian River watershed.

Due to increased member agency contributions in Fiscal Year 2026-2027, the District Board has requested regular and thorough updates of IWPC business. The total annual contribution the District approved through its own annual budget process is \$215,000 for the fiscal year, plus periodic staff, legal, Trustee, and consultant support.

Funding for IWPC

At the October 8, 2026 IWPC Regular Meeting, Chair Pauli provided a report on a recent trip to Washington DC. During the Biden administration, a grant of \$15 million toward Eel River restoration efforts and New Eel River Facility development was allocated. However, with the change in Federal administration, the funding was frozen. Chair Pauli described the ongoing efforts by local agencies and representatives to release this funding, sharing that the Department of the Interior is interested in how the funds could be used for increasing storage in the Potter Valley community, though it has concerns with regards to timing of the Potter Valley Project decommissioning. The Commission approved developing a letter of support regarding the funding.

(Continued...)

IWPC Financials

As a reminder, at the May 2026 IWPC Meeting, RRFC proposed conditions for its approval of the IWPC FY 2026-2027 budget with any progress noted in bold brackets to the right:

- **Monthly QuickBooks financial reports [Implemented]**

See **Attachment A** - September 2026 financial statements from the October 8, 2026 IWPC meeting. The \$10,000 reported on line item “Exec. Director (.06 FTE; incl expenses)” accounts for the cost of the recruitment consultant. GM Salomone, a member of the IWPC Finance Ad Hoc, has requested an additional line item be included in the reporting (not a budget amendment) to clarify this expense and provided an example to IWPC Staff.

- **Consultant Tracking [Progress Unknown]**

(reaffirmed scope of work, timelines, financials, etc. provided to Commissioners, as confidential materials where necessary, beginning within 3 months)

GM Salomone recommends the Board direct IWPC Representatives follow up on this item with IWPC Staff and/or Chair prior or during the next IWPC meeting.

- **Mid-year budget review [pending]**

(December or January agenda item)

The IWPC Finance Ad Hoc Committee is overseeing preparation and presentation.

- **Multi-year budget development [Underway]**

(Commission discussion on expectations for timeline and report outs from financial consultant)

At the October 8, 2026 IWPC meeting, IWPC Staff provided an update on early development of the multi-year budget which was further discussed at the Finance & Budget Ad Hoc Committee the following day. At that Committee meeting, a draft structure for developing a multi-year budget format was reviewed and made available for the RRFC Board at this meeting; see **Attachment B**.

Multi-year budgeting provides IWPC with a framework for projecting operating expenses, project costs, and anticipated funding sources over several years. By identifying the timing of expenditures and potential funding gaps, it helps IWPC plan its work and gives member agencies a basis for anticipating future contributions, building reserves, and planning for any necessary adjustments (e.g. rate increases) to their funding sources.

Coordination with IWPC legal counsel and consultants is underway to draft numbers for both the preliminary annual and multi-year budgets to be presented at the February 2027 IWPC meeting. The final versions will be considered for approval at the March 2027 IWPC meeting.

Projections in a multi-year budget will be updated as project scopes, schedules, and funding opportunities become clearer and will inform the annual budget process without committing member agencies to specific future contribution levels.

(Continued...)

- **Executive Director recruitment [UNDERWAY]**

The job posting remains live and available (link: <https://cpshr.us/recruitment/2658/>.) Resumes are being accepted on an ongoing basis until the position is filled with the first review scheduled in October. This role presents a unique opportunity to make a significant regional impact at a pivotal moment as IWPC advances multiple high-profile initiatives with expanded resources and strong professional support. The most recent IWPC staff report dated October 8, 2026 is **Attachment C**.

The following were also noted as a slightly less critical priority level but progress expected:

- **Reserve building [Progress Unknown]**

by IWPC or by member agencies with commitment to IWPC

GM Salomone recommends waiting for the IWPC Executive Director to be in place before moving forward on this issue.

- **Financial audits [Underway]**

(explore legal requirements and best practices)

At its October 8, 2026 meeting, the Commission approved the staff recommendation to engage Pehling & Pehling CPA to conduct the Fiscal Year 2025-26 audit. The IWPC October 8, 2026 Staff Report is **Attachment D**.

- **Contribution credit policy or agreement [early discussions]**

(member agency contributions linked to benefits from projects)

At its October 8, 2026 meeting, the Commission received a member agency support staff level presentation of principles for an “Amended and Restated Joint Exercise of Powers Agreement” for Commission feedback. A lengthy discussion was held regarding how to structure future member agency contributions in relation to benefits. The discussion expanded to water allocations linked to financial contributions, which is not currently proposed in the draft document. Member agency support staff met to discuss and refine the presentation for the November Commission meeting. A draft document will be presented to the Commission in December 2026 for review prior to being issued to member agencies for consideration of approval.

District Member Contribution to IWPC

The District has contributed \$84,000 toward the \$215,000 committed in its annual budget. As noted above, the District Board set conditions for its approval of the IWPC fiscal year 2026-2027 budget and progress reports were provided in this staff report. The Board is being asked to consider a second installment of \$44,000 to IWPC toward its annual contribution.

Possible Reimbursement or Credit for District Legal Counsel work for IWPC

At the October 5, 2026 Board meeting, the question of receiving credit for the District’s legal counsel time working on the updated Joint Powers Agency Agreement for IWPC was brought up. Staff and legal counsel are not recommending pursuing any compensation reimbursement or credit from IWPC at this time. The Board may provide alternative direction to Staff and Legal Counsel on this item.

(Continued...)

Updates on IWPC's Three Priority Projects:

- **Future of the Trans Basin Diversion**

Eel River Project Authority (ERPA) Executive Director David Manning provided updates including an upcoming ERPA Board meeting, design progress for the New Eel Russian Facility (NERF), etc. More information can be found on the District's website: <https://rrfc.specialdistrict.org/future-of-the-eel-river-to-russian-river-trans-basin-diversion-potter-valley-project>

- **Expanding Storage Capacity at Lake Mendocino**

The IWPC October 8, 2026 Ad Hoc Committee Staff Report is **Attachment E**. The IWPC Ad Hoc Committee has been developing a series of presentations given at the IWPC meetings which are/will be posted on the RRFC website: <https://rrfc.specialdistrict.org/increasing-storage-capacity-at-lake-mendocino>

- **Potter Valley Water Supply Reliability Study**

In July 2026, RRFC Staff confirmed with Sonoma Water that the agreement was fully executed therefore RRFC's term has met to allocate its portion of the payment. In September 2026, IWPC Staff confirmed no invoice has been received by IWPC from Sonoma Water and no further information has been received by RRFC.

Recommendations:

- Review the draft IWPC multi-year budget format proposed and provide feedback;
- and
- Direct IWPC Representatives follow up on this item either with IWPC Staff and/or Chair or during the next IWPC meeting;
- and
- Provide direction to IWPC Representatives, Staff, and/or Legal Counsel on any IWPC related topic;
- and
- Move to approve a payment of \$44,000 to IWPC toward the District's annual contribution.

Attachments:

- **Attachment A:** October 8, 2026 IWPC Financial Reports
- **Attachment B:** DRAFT IWPC Multi-Year Budget Draft format
- **Attachment C:** IWPC Staff Report on the Executive Director Recruitment
- **Attachment D:** IWPC Staff Report on the Proposed Auditor
- **Attachment E:** IWPC Staff Report on the Coyote Valley Dam General Investigation Study

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Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

IWPC Financial Accounts

October 2026

Savings Bank: IWPC account \$ 948* As of 10/4/2026

Mendocino County Auditor's Office \$79,184 Balance, April 2026

After September 2026 bills are paid, we will have \$284,601 in the PVP account and \$21,712 in the Operations account.

*PayPal payments —	
GSuite	\$ 25.20
<u>Zoom</u>	<u>\$ 16.99</u>
Total	\$ 42.19

Agency Payments invoiced June 2026

\$125,000 for PVID and RVCWD

\$215,000 for RRFC, City of Ukiah and Mendocino County Water Agency

Agency Payments

City of Ukiah—\$53,750 Aug;

County Water Agency—Pd \$215,000 July

PVID— Pd \$125,000 July

RRFCD—Pd \$84,000 June;

RVCWD

MENDOCINO COUNTY INLAND WATER AND POWER COMMISSION**Billing Statement**

September 2026

1. Staff Charges:

<u>Date</u>	<u>Description</u>	<u>Hrs @ \$35/hr</u>	<u>Amount</u>
9/10	Meetings IWPC, mins.	4.00	\$ 140
9/11	Accounting & meeting follow-up	12.00	\$ 420
September	Website maint. & updates	6.00	\$ 210
September	Exec. Dir; Audit; Misc, 6 meetings	15.00	\$ 525
September	Public requests/media/PR	7.00	\$ 245
Oct. 10	Agenda pkt, Co. forms, spreadsheet	10.00	<u>\$ 350</u>
	Subtotal		\$1,890

2. Miscellaneous:

Downey Brand for August 2026	\$21,330.00
Tom Johnson for September 2026	\$ 7,817.50
Eric Nagy for August 2026	\$ 7,036.18
CPS HR Consulting (Exec. Dir recruitment)	<u>\$10,000.00</u>
Subtotal	\$46,183.68

TOTAL	\$48,073.68
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IWPC BUDGET TO ACTUAL SUMMARY
FY 2026-27
As of 9/30/2026

Budget Category	IWPC Expenses Month Ended 9/30/2026	IWPC Expenses Year to Date Total	IWPC Expenses FY 26-27 Budget	YTD Variance \$ Under/(Over) Budget	YTD Variance % of Budget Used
Operations					
Staff / Consultants	23,560	55,805	\$ 395,000	\$ 339,195	14.1%
Basic Operations	-	371	7,000	6,629	5.3%
Operations Subtotal	23,560	56,176	402,000	345,824	14.0%
Projects / Studies					
New Eel Russian Facility (NERF)	13,288	41,538	180,000	138,463	23.1%
Lake Mendocino Increased Storage Capacity	10,181	30,328	500,000	469,672	6.1%
Potter Valley Storage	1,045	1,310	418,000	416,690	0.3%
Projects Subtotal	24,514	73,175	1,098,000	1,024,825	6.7%
TOTALS	\$ 48,074	\$ 129,351	\$ 1,500,000	\$ 1,370,649	8.6%

IWPC OPERATIONS BUDGET TO ACTUAL DETAIL
FY 2026-27
As of 9/30/2026

Budget Line Item	IWPC Expenses Month Ended 9/30/2026	IWPC Expenses Year to Date Total	IWPC Expenses FY 26-27 Budget	YTD Variance \$ Under/(Over) Budget	YTD Variance % of Budget Used
STAFF/CONSULTANTS					
Administration (60 hrs/mo x \$35/hr)	1,890	5,443	\$ 25,200	\$ 19,758	21.6%
Exec. Director (0.6 FTE; incl expenses)	10,000	10,000	150,000	140,000	6.7%
MCIWPC General Counsel (Scott Shapiro)	10,290	37,703	71,500	33,798	52.7%
ERPA General Counsel (Scott Shapiro)	1,380	2,054	25,000	22,946	8.2%
Agency Engineer (Tom Johnson)	-	-	46,500	46,500	0.0%
Financial Planning (LWA)	-	606	46,800	46,194	1.3%
Grant writing	-	-	30,000	30,000	0.0%
Subtotals	\$ 23,560	\$ 55,805	\$ 395,000	\$ 339,195	14.1%
BASIC OPERATIONS					
Insurance	-	-	3,500	3,500	0.0%
CA Special District Assoc. (CSDA) membership	-	-	500	500	0.0%
Website	-	-	1,000	1,000	0.0%
Post office fees	-	202	200	(2)	101.0%
Google Suite/Zoom	-	84	510	426	16.5%
Office supplies	-	84	500	416	16.8%
Misc./contingency	-	-	790	790	0.0%
Subtotals	\$ -	\$ 371	\$ 7,000	\$ 6,629	5.3%
TOTALS	\$ 23,560	\$ 56,176	\$ 402,000	\$ 345,824	14.0%

IWPC PROJECTS BUDGET TO ACTUAL DETAIL
FY 2026-27
As of 9/30/2026

Budget Line Item	IWPC Expenses Month Ended 9/30/2026	IWPC Expenses Year to Date Total	IWPC Expenses FY 26-27 Budget	YTD Variance \$ Under/(Over) Budget	YTD Variance % of Budget Used
NEW EEL RUSSIAN FACILITY (NERF)					
Consultants (hired through ERPA/SCWA)	-	-	\$ -	\$ -	0.0%
Legal (Scott Shapiro)	6,000	24,180	50,000	25,820	48.4%
Project Management (Tom Johnson)	7,288	17,358	70,000	52,643	24.8%
Lobbying - State (grants, SWRCB, PUC)	-	-	60,000	60,000	0.0%
Subtotals	13,288	41,538	180,000	138,463	23.1%
LAKE MENDOCINO INCREASED STORAGE CAPACITY					
Legal (Scott Shapiro)	-	-	50,000	50,000	0.0%
Project Management (LWA-Nagy / Tom Johnson)	7,036	7,699	80,000	72,301	9.6%
USACE led General Investigation (feasibility study)	3,145	22,629	250,000	227,371	9.1%
Lobbying - Federal (CVD, USBR, Permitting)	-	-	120,000	120,000	0.0%
Subtotals	10,181	30,328	500,000	469,672	6.1%
POTTER VALLEY STORAGE					
Project Management (Tom Johnson)	265	265	50,000	49,735	0.5%
Legal/Strategy (Scott Shapiro)	780	780	50,000	49,220	1.6%
PV Water Reliability Study by Jacobs	-	-	68,000	68,000	0.0%
(Grant Management reimbursement to SCWA)	-	-	250,000	249,735	0.1%
Consultants for PV Storage Studies (TBD)	-	265	250,000	249,735	0.1%
Subtotals	1,045	1,310	418,000	416,690	0.3%
TOTALS	\$ 24,514	\$ 73,175	\$ 1,098,000	\$ 1,024,825	6.7%

IWPC MULTI-YEAR OPERATIONS BUDGET

FY 2026-27 through FY 2030-31 | Sub-Committee Working Draft

Attachment B, Pg 1 of 3

DRAFT

Line Item	Annual Change %	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total	Notes / Sub-Committee Discussion
REVENUES								
IWPC Member Contributions – Operations	0.0%	\$ 377,000	\$ -	\$ -	\$ -	\$ -	\$ 377,000	
CDFW Grant (ERPA General Counsel)	0.0%	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	
Interest Income	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Revenue	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenues		\$ 402,000	\$ -	\$ -	\$ -	\$ -	\$ 402,000	
EXPENSES								
Staff / Consultants								
Administration (60 hrs/mo x \$35/hr)	0.0%	\$ 25,200	\$ -	\$ -	\$ -	\$ -	\$ 25,200	
Executive Director (0.6 FTE; incl. expenses)	0.0%	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
MCIWPC General Counsel (Scott Shapiro)	0.0%	\$ 71,500	\$ -	\$ -	\$ -	\$ -	\$ 71,500	
ERPA General Counsel (Scott Shapiro)	0.0%	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	Funded by CDFW grant in FY 2026-27
Agency Engineer (Tom Johnson)	0.0%	\$ 46,500	\$ -	\$ -	\$ -	\$ -	\$ 46,500	
Financial Planning (LWA)	0.0%	\$ 46,800	\$ -	\$ -	\$ -	\$ -	\$ 46,800	
Grant Writing	0.0%	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	
Subtotal – Staff / Consultants		\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ 395,000	
Basic Operations								
Insurance	0.0%	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ 3,500	
CA Special District Assoc. (CSDA) Membership	0.0%	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500	Required for insurance
Website	0.0%	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
Post Office Fees	0.0%	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 200	
Google Suite / Zoom	0.0%	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ 510	
Office Supplies	0.0%	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500	
Misc. / Contingency	0.0%	\$ 790	\$ -	\$ -	\$ -	\$ -	\$ 790	
Subtotal – Basic Operations		\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000	
Total Expenses		\$ 402,000	\$ -	\$ -	\$ -	\$ -	\$ 402,000	
SUMMARY & NET CASH FLOW								
Total Revenues		\$ 402,000	\$ -	\$ -	\$ -	\$ -	\$ 402,000	
Total Expenses		\$ 402,000	\$ -	\$ -	\$ -	\$ -	\$ 402,000	
Net Operating Cash Flow – Surplus / (Deficit)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Less: Transfers Out to Capital Budget		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Any operating surplus transferred to the Capital budget
Net Cash Flow After Transfers		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FUND BALANCE								
Beginning Fund Balance		\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163		
Net Cash Flow After Transfers		\$ -	\$ -	\$ -	\$ -	\$ -		
Ending Fund Balance		\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163		

IWPC MULTI-YEAR CAPITAL (PROJECTS / STUDIES) BUDGET

FY 2026-27 through FY 2030-31 | Sub-Committee Working Draft

Attachment B, Pg 2 of 3

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Line Item	Project Status / Phase (Notes)	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total	Notes / Sub-Committee Discussion
REVENUES								
IWPC Member Contributions – Projects		\$ 518,000	\$ -	\$ -	\$ -	\$ -	\$ 518,000	
CDFW Grant		\$ 580,000	\$ -	\$ -	\$ -	\$ -	\$ 580,000	
Other Grants / Outside Funding		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers In from Operations Budget		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Linked to Operations transfers line
Interest / Other Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenues		\$ 1,098,000	\$ -	\$ -	\$ -	\$ -	\$ 1,098,000	
EXPENSES (IWPC SHARE)								
New Eel Russian Facility (NERF)								
Consultants (hired through ERPA/SCWA)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ERPA consultant costs covered by grant funding
Legal (Scott Shapiro)		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Project Management (Tom Johnson)		\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000	
Lobbying – State (grants, SWRCB, PUC)		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	
Subtotal – NERF		\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000	
Lake Mendocino Increased Storage Capacity								
Legal (Scott Shapiro)		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Project Management (LWA-Nagy / Tom Johnson)		\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000	
USACE-led General Investigation (IWPC share)		\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	Total GI \$900K; includes \$400K Lytton credit. Federal share shown in memo below
Lobbying – Federal (CVD, USBR, Permitting)		\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000	
Subtotal – Lake Mendocino		\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
Potter Valley Storage (GW, tributaries, ponds, etc.)								
Project Management (Tom Johnson)		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Legal / Strategy (Scott Shapiro)		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
PV Water Reliability Study by Jacobs (SCWA reimb.)		\$ 68,000	\$ -	\$ -	\$ -	\$ -	\$ 68,000	Redwood Valley credit for \$13.6K; actual \$67,280 (per CH 10/5)
Consultants for PV Storage Studies (TBD)		\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
Subtotal – Potter Valley Storage		\$ 418,000	\$ -	\$ -	\$ -	\$ -	\$ 418,000	
Future / New Projects (TBD)								
[New Project / Study A]		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
[New Project / Study B]		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal – Future / New Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenses		\$ 1,098,000	\$ -	\$ -	\$ -	\$ -	\$ 1,098,000	
SUMMARY & NET CASH FLOW								
Total Revenues		\$ 1,098,000	\$ -	\$ -	\$ -	\$ -	\$ 1,098,000	
Total Expenses		\$ 1,098,000	\$ -	\$ -	\$ -	\$ -	\$ 1,098,000	
Net Cash Flow – Surplus / (Deficit)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FUND BALANCE								
Beginning Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Ending Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MEMO: OUTSIDE COST SHARE (not IWPC cash)								
Federal Cost Share – USACE General Investigation		\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000	
Total Project Cost incl. Outside Cost Share		\$ 1,748,000	\$ -	\$ -	\$ -	\$ -	\$ 1,748,000	

IWPC CONSOLIDATED MULTI-YEAR BUDGET – AGENCY-WIDE CASH FLOW

FY 2026-27 through FY 2030-31 | Sub-Committee Working Draft

Attachment B, Pg 3 of 3

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Line Item	Source	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total	Notes / Sub-Committee Discussion
REVENUES								
IWPC Member Contributions – Operations	Ops	\$ 377,000	\$ -	\$ -	\$ -	\$ -	\$ 377,000	
IWPC Member Contributions – Projects	Capital	\$ 518,000	\$ -	\$ -	\$ -	\$ -	\$ 518,000	
CDFW Grant – Operations	Ops	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	
CDFW Grant – Projects	Capital	\$ 580,000	\$ -	\$ -	\$ -	\$ -	\$ 580,000	
Other Grants / Outside Funding	Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest & Other Revenue	Ops + Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenues		\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	
EXPENSES								
Operations – Staff / Consultants	Ops	\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ 395,000	
Operations – Basic Operations	Ops	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000	
Projects – New Eel Russian Facility (NERF)	Capital	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000	
Projects – Lake Mendocino Increased Storage	Capital	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
Projects – Potter Valley Storage	Capital	\$ 418,000	\$ -	\$ -	\$ -	\$ -	\$ 418,000	
Projects – Future / New Projects	Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenses		\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	
AGENCY-WIDE NET CASH FLOW								
Total Revenues		\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	
Total Expenses		\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	
Net Agency-Wide Cash Flow – Surplus / (Deficit)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
AGENCY-WIDE FUND BALANCE								
Beginning Fund Balance	Ops + Capital	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	
Net Agency-Wide Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Ending Fund Balance		\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	
Operations Ending Fund Balance	Ops	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	\$ 95,163	
Capital Ending Fund Balance	Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Check: Ending Balance vs. Ops + Capital (should be zero)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Minimum Ending Fund Balance (5-Year)		\$ 95,163	Lowest projected ending balance across 5 years					
MEMBER CONTRIBUTION ALLOCATION								
	Cost Share %	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total	Notes / Sub-Committee Discussion
Potter Valley Irrigation District	14.0%	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	Cost share % based on FY 2026-27 approved member contributions RV has \$13.6K credit (PV Water Reliability Study)
Redwood Valley Water District	14.0%	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	
Mendocino County	24.0%	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ 215,000	
Russian River Flood Control	24.0%	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ 215,000	
City of Ukiah	24.0%	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ 215,000	
Total Member Contributions	100.0%	\$ 895,000	\$ -	\$ -	\$ -	\$ -	\$ 895,000	
Check: Allocation vs. Member Contributions (should be zero)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Mendocino County

Inland Water & Power Commission

P.O. Box 1247 • Ukiah, CA 95482

Phone (707) 391-7574 • Email: IWPC@mendoiwpc.com



Staff Report

To: MCIWPC Commissioners
From: Executive Director Recruitment Ad Hoc Committee
Date: October 8, 2026
Re: Agenda Item 5a1: Executive Director Recruitment Ad Hoc Committee

Summary: This is an informational update on the status of the Executive Director recruitment.

Background: The Executive Director Recruitment Ad Hoc Committee selected a recruiter and has worked with the recruiter on a job description and posting. The posting is live and available for viewing at <https://cpshr.us/recruitment/2658/>. The posting is also on LinkedIn and governmentjobs.com. Board Members are encouraged to share the link below with their LinkedIn networks: <https://www.linkedin.com/jobs/view/4458317406/>

Discussion: The Ad Hoc Committee met and received an update from the Recruiter. Some qualified applicants have submitted applications with additional applications expected. Applications are being accepted in the first phase through Friday October 9, 2026, after which the Recruiter will provide a complete candidate report to the Ad Hoc. The Ad Hoc Committee will meet and review the first phase of applications the week of October 26, 2026.

Mendocino County
Inland Water & Power Commission
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Phone (707) 391-7574 • Email: IWPC@mendoiwpc.com



Staff Report

To: MCIWPC Commissioners
From:
Date: October 8, 2026
Re: Agenda Item 4a: Possible approval of auditor for FY 2025/26

An auditor is required to perform an annual financial statement audit on all special districts under Government Code section 26909. Because the Mendocino County Auditor is no longer performing such audits for IWPC, the agency will need to retain an auditor to perform an annual audit. The objectives of an audit are to express the CPA's opinion as to whether the financial statements of IWPC are fairly presented in all material respects and are in conformity with CA Generally Accepted Auditing Standards and principles.

Staff contacted seven accounting firms that specialize in special districts and local government agencies to perform an audit on the recently concluded 2025/26 fiscal year activities. The range of proposals came in from \$5,000 to \$12,500.

Staff recommends the firm of Zach Pehling which has audited many local special districts and JPA's including the Fort Bragg Fire Protection Authority JPA. The County of Mendocino reported the Pehling firm as one that does many of the audits in our area and we received very positive feedback from the contacted agencies.

The firm will examine transactions approved by the Commission and that the amounts posted to the General Ledger agree with invoices and cancelled checks. They will be coordinating with the County of Mendocino's Auditor/Controllers office to review the monthly reporting for IWPC.

Recommendation: Approve Zach Pehling's firm to complete the FY 2025/26 audit for IWPC not to exceed \$5,000.

Mendocino County

Inland Water & Power Commission

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Staff Report

To: MCIWPC Commissioners

From: Coyote Valley Dam Ad Hoc Committee

Date: October 08, 2026

Re: Agenda Item #6a: Update on the USACE Feasibility Study for Coyote Valley Dam

Background

The Coyote Valley Dam General Investigation (GI) Study was initiated in partnership with the Lytton Rancheria of California to evaluate alternatives to modernize and expand the storage capacity of Coyote Valley Dam. The Study was initiated in March 2025 and paused by the U.S. Army Corps of Engineers (USACE) in October 2025, due to a lack of federal funding. Funding was received in FY24 to initiate the study. No funding was received in FY25 or FY26 for the Study. The FY27 President's Budget also did not include funding to continue the Study.

Over the past several months, IWPC has evaluated potential pathways for continuing to advance the Coyote Valley Dam raise and identified a need for additional federal policy and advocacy support. At its September meeting, IWPC announced the selection of Julie Minerva of Carpi & Clay to provide federal advocacy support and authorized Chair Janet Pauli to execute a contract within the amount authorized in the current fiscal year budget. The federal advocacy effort is intended to strengthen IWPC's engagement with USACE and other federal decision-makers and support continued advancement of additional water supply storage at Coyote Valley Dam.

Federal Advocacy Support

Julie Minerva has more than 20 years of federal government relations and infrastructure advocacy experience. Her work includes representing water districts, flood control agencies, local governments, ports, and other infrastructure interests before Congress and federal agencies, including USACE, Bureau of Reclamation, and the Office of Management

and Budget (OMB). She has experience advancing water supply, dam, levee, environmental restoration, and other infrastructure projects and currently serves as Chair of the National Waterways Conference. Julie will work with the Ad Hoc Committee and project team to support federal policy engagement, strengthen relationships with key decision-makers, and help identify opportunities to continue advancing the Coyote Valley Dam Study and future project implementation.

Near-Term Federal Engagement

Over the next several months, IWPC will focus on building the relationships and coordination needed to support continued advancement of the Coyote Valley Dam Study. This will include introducing Julie to existing Study partners, supporting and expanding outreach to USACE leadership, and advocating for FY27 funding for the Study. These efforts will also lay the groundwork for an early 2027 Washington, D.C. visit to meet directly with federal decision-makers.

FY27 Funding Opportunity

IWPC continues to monitor the FY27 appropriations process as a potential opportunity to secure additional federal funding for the Coyote Valley Dam Study. If funding is provided, IWPC's near-term federal engagement will focus on positioning the project to efficiently restart the Study and maintain momentum toward completion.

Next Steps

The Ad Hoc Committee, project team, and Julie will begin implementing the federal engagement strategy by:

- Coordinating with IWPC's existing partners and aligning federal messaging;
- Scheduling meetings with USACE leadership;
- Continuing to monitor and support the FY27 appropriations process and preparing for potential reinitiation of the Study; and
- Developing priorities, briefing materials, and a meeting strategy for an early 2027 Washington, D.C. visit.

IWPC will continue to receive updates from the Ad Hoc Committee as federal funding, policy, and engagement opportunities develop.

***Mendocino County Russian River Flood Control
& Water Conservation Improvement District***

STAFF REPORT

**Agenda Item 7: Ukiah Valley Basin Groundwater Sustainability Agency Update
Monday, November 2, 2026**

The Strategic Plan relevant priority is **Strategic Partnerships**: Collaborating with partners to achieve aligned goals for a mutual benefit, Goal 3: Collaborate with strategic partners to enhance accountability and transparency.

Background

At its September 14, 2026 Board Meeting, the District Board considered a Resolution approving the Amended and Restated Joint Powers Agency (JPA) agreement for the Ukiah Valley Basin Groundwater Sustainability Agency (GSA), of which it is a member. The resolution was intended to provide each member agency's formal approval of the Amended and Restated JPA and authorization for execution of the governing documents. The resolution would also authorize the appropriate official to execute the documents and take ministerial actions necessary to complete the transaction.

District's legal counsel reviewed the proposed update and noted the current GSA Agreement includes the following found on page 8 of 18 in the redlined **attachment**:

7.1.3. Relationship of Members. The Upper Russian River Water Agency is a joint powers authority consisting of several water districts within the Ukiah Valley and the RRFC. For purposes of the Agency, the RRFC desires to be a separate member of the Agency with a separate vote, and as such, will not take part in any action or discussion, and shall not vote on any item of the Upper Russian River Water Agency related to the Agency. The abstention of the RRFC from such agenda items of the Upper Russian River Water Agency shall be separately reflected in documents of the Upper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

While this section is no longer relevant because the Upper Russian River Water Agency is now defunct and no longer a member of the GSA, Legal Counsel asked the Board if the same restriction should be placed on the City with respect to its membership on the Ukiah Valley Water Authority, which is a Joint Powers Agency proposing to join the GSA. The Board discussed and took the following action:

President Watt moved to approve requesting a provision in the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency stating that any GSA member agency that is a Joint Powers Agency and whose member(s) wish(es) to be a separate member of the GSA with a separate vote will not take part in any action or discussion and shall not vote on any item of the member agency JPA related to the GSA. Should the member agency fail to abstain from taking part in any vote relating to the GSA before the member agency JPA, it shall not be entitled to vote on that matter when it comes before the Agency. Trustee Koball seconded the motion. The motion was approved by the following vote:

Ayes: 3 (Koball, Reardan, Watt)
Absent: 2 (Bailey, Rodrigue)

GM Salomone provided feedback to the UVB GSA Staff. Subsequent meetings have been held with support staff from the District and City to discuss further.

(continued...)

Discussion

GM Salomone and Legal Counsel Zolezzi request the Board review the issue again and provide further feedback, if appropriate.

Next Steps

The Agreement can only become effective after it has been approved and executed by all required member agencies. Since the UVB GSA Board already approved the proposed updated Agreement, any proposed changes need to return to the UVB GSA for approval consideration.

Recommendation

- Provide feedback on issues related to the proposed Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency.

Attachments

- DRAFT Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency – Red Lined

* * * *

Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

Amended and Restated
Joint Powers Agreement ~~Forming of~~ the Ukiah Valley Basin
-Groundwater Sustainability Agency

Commented [JW1]: Note: This document is for the purpose of tracking changes, and a clean/polished version will be prepared upon further review by the member agencies. Please ensure any edits made to this document are reflected with tracked changes.

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This Amended and Restated Joint Powers Agreement ("Agreement") is made and entered into by and among the ~~Russian River Flood Control and Water Conservation Improvement District ("RRFC"), a California special district, and the Upper Russian River Water Agency, that is replaced by the Ukiah Valley Water Authority ("UVWA"), a joint powers authority, per this Amended and Restated Agreement, both of which are California special districts,~~ the City of Ukiah, a municipal corporation, and the County of Mendocino, a political subdivision of the State of California; ~~and the Russian River Flood Control and Water Conservation Improvement District ("RRFC"),~~ which are ~~together~~ referred to herein individually as a "Member" and collectively as "Members," under which the Members agree for the purposes of forming a joint powers agency, to be known as the Ukiah Valley Basin Groundwater Sustainability Agency, to serve as jointly exercise the powers of the Ukiah Valley Basin the Groundwater Sustainability Agency in the Ukiah Valley basin. This Amended and Restated Agreement takes effect when the last Member executes it on the following signature page shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency's Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency's Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

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~~A.D.~~ D. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with ~~§ Section 4999~~), Part 5.1 (commencing with ~~§Section 51005-100~~) and ~~Partti~~ 5.2 (commencing with ~~§ Section 5200~~) of the California Water Code Section *et seq.*; "SGMA"), duly organized and existing under, and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley groundwater basin.

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~~B.E.~~ E. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

~~C.F.~~ F. Section ~~10720.7+10720.7~~ of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources ("DWR") in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

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G. The Ukiah Valley basin (designated basin number 1-52 inm Bulletin 118; -the

"Basin") is designated as a medium-priority basin.

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~~D.H.~~ The Agency's groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

~~E.I.~~ The Members have determined that the sustainable management of the Basin pursuant to SGMA ~~may is~~ best be achieved through the cooperation of the Members continuing to operate~~ing through as~~ a joint powers agency.

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

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~~G.K.~~ Based on the foregoing legal authority, the Members desire to ~~create-execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date a joint powers agency~~ for the purpose of jointly exercising~~taking all powers and taking all~~ actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

~~H.L.~~ The governing board of each Member has determined it to be in the Member's and in the public's best interest that this Agreement be executed.

Terms of Agreement

Article 1. Definitions

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

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

1.2. "Agency" means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. "Agreement" means this Amended and Restated Joint Powers Agreement.

1.4. "Basin" means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. ~~"Board of Directors" or "Board"~~ means the Agency's Board of Directors that shall serve as the governing body of the Agency ~~as established by~~ pursuant to Article 7 of this Agreement of this Agreement.

~~1.6. "Board Member" or "Director" shall mean a member of the Agency's Board of Directors.~~

~~1.7.1.6.~~ "Committee" shall mean any committee established pursuant to Article ~~11~~ Twelve ~~(12)~~ of this Agreement.

1.7. ~~"Director(s)" means the individual(s) appointed to be on the Agency's Board pursuant to Article 7.3 of this Agreement.~~

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

~~1.9.~~ "Fiscal Year" means July 1 through June 30.

~~1.9.1.10. "General Manager" shall be used interchangeably with "GSA General Manager" and "Executive Director" to refer to the same position.~~ means the individual appointed to pursuant to Article 13.1 of this Agreement.

~~1.10.1.11.~~ "GSA" shall mean a groundwater sustainability agency.

~~1.11.1.12.~~ "GSP" shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023 ~~a groundwater sustainability plan.~~

~~1.12.1.13.~~ "Member(s)" means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement ~~has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 6.1 of~~

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Commented [JW2]: Better to use a single defined term.

Commented [MS3]: I read this as relating to article 11?

Commented [JW3R2]: Article 11 is correct. Some of the internal references may be off because of the edits we are making. When we finalize these changes for further review and approval of the member agencies, part of our process includes verifying all cross-references.

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Commented [JW4]: We previously used "director" and "board member." Let's stick to director because that easily distinguishes the individuals from the "Members," which are the agencies.

Commented [MS5]: I think this was supposed to be 7.3?

Commented [JW5R2]: 7.3 is correct.

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this Agreement, including any new members, as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.13. "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

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~~1.14. "Member's Governing Body" means the board of directors or other voting body that controls the individual public agencies that are Members.~~

Commented [JW6]: Not used.

~~1.15. "RRFC" has the meaning assigned to it in the Preamble of this Agreement.~~

~~1.16. "SGMA" has the meaning assigned to it in Recital A.~~

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~~1.17.1.14.~~ "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

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~~1.18.1.15.~~ "Stakeholder Director" means a stakeholder within the Basin ~~a Director appointed pursuant to Article 6 of this Agreement that represents stakeholder interests.~~

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~~1.19. "State" means the State of California.~~

Commented [JW7]: Not used.

Article 2. ~~Creation of a Separate Entity~~ Adoption of this Agreement and Agency Boundaries

2.1. Upon the ~~effective date of this Agreement~~ Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. ~~("Agency") is hereby created. Pursuant to the provisions of the Act, the~~ The Agency shall be a public agency separate from its members. The principal office shall be provided for in the ~~agency's~~ Bylaws, including as amended.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

Article 3. Term

3.1. This Agreement shall become effective upon ~~execution by each of the Parties~~ the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 ~~of this Agreement or otherwise superseded by a new agreement.~~

Article 4. Purpose of the Agency and this Agreement

4.1. The purpose of this Agreement is to ~~amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin~~ create a joint powers agency separate from its Members that will elect to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, ~~adopt,~~ and implement ~~a GSP for the Basin~~ the GSP in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the ~~Ukiah Valley Basin Groundwater Sustainability Plan~~ GSP.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA ~~upon electing in accordance with SGMA to become the GSA for the Ukiah Valley Basin.~~

5.2.2. To develop, ~~adopt~~ and implement ~~a the~~ GSP ~~for the Basin~~ pursuant to SGMA.

5.2.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and ~~adoption-development~~ and implementation of ~~thea~~ GSP ~~for the Basin~~.

5.2.4. To obtain rights, permits and other authorizations for, or pertaining to, implementation of ~~thea~~ GSP ~~for the Basin~~; and to exercise the common powers of the Members, as directed by the Board, in developing and implementing ~~the GSP.~~ ~~a GSP for the Basin.~~

5.2.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to ~~SGMA~~, including, without limitation, environmental review, engineering and design.

5.2.6. To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7. To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9. To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

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5.2.11. To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA, ~~(commencing at Section 10730 of the Water Code).~~

5.2.12. To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13. Invest money that is not needed for immediate necessities, as the ~~Board of Directors~~Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14. Reimburse ~~Board Members~~Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending ~~the Agency's~~ meetings or any committee of the Agency in performing the duties of their office, subject to ~~Board of Directors~~Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

5.2.15. To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17. To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency ~~and adoption and implementation of a Groundwater Sustainability Plan for the Basin the GSPn~~, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18. Employ or retain a full time or ~~part~~part time supporting staff.

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

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Membership

~~6.1. Initial Members. The initial Members of the Agency shall be the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency.~~

Commented [MS8]: Replace with UVWA

Commented [JW8R2]: This section is no longer needed. See the new Article 6.1 below.

~~6.1. Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement and make up the Stakeholder Directors for the Board.~~

~~6.2. New Members.~~ Additional ~~Parties-public agencies~~ may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SOMA,

~~6.2. (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.~~

Article 7. Agency Board of Directors

7.1. ~~Formation of the Board of Directors.~~ The Agency shall be governed by a Board of Directors ~~("Board of Directors" or "Board").~~ The Board shall be composed of six (6) Directors consisting of the following representatives, ~~who shall be appointed in the manner set forth in Section 7:~~

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

7.1.2. Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications: ☐

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the ~~Board-MembersBoard:~~ (1) be a resident of ~~Mendocino-the~~ County of Mendocino; and (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions, ~~and (3) extract groundwater from the Basin for the irrigation/frost protection of at least fifteen (15) acres of agricultural crops in commercial operation.~~ The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the ~~seven~~^{7ix} Tribes exercising jurisdiction over Indian lands within the ~~Ukiah Valley~~ Basin identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, ~~Yokayo Tribe~~, and the Hopland Reservation.

~~7.1.3. Relationship of Members. The Upper Russian River Water AgencyUkiah Valley Water Authority is a JOintjoint powers authority consisting of several water districts within the Ukiah Valley and the RRFC. For purposes of the Agency, the RRFC desires to be a separate member of the Agency with a separate vote, and as such, will not take part in any action or discussion, and shall not vote on any item of the Upper Russian River Water AgencyUkiah Valley Water Authority related to the Agency. The abstention of the RRFC from such agenda items of the Ukiah Valley Water Authority Upper Russian River Water Agency shall be separately reflected in documents of the Ukiah Valley Water AuthorityUpper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the Ukiah Valley Water~~

Commented [MS9]: I was just trying to tie this to section 7.6 & 7.7?

Commented [JW9R2]: In the context of a Joint Powers Agreement, "members" usually refers to the member agencies that have executed the agreement and whose existing powers are being exercised to govern the joint powers agency. The "directors" and the "members" do not have to align.

Including a reference to the stakeholder directors may cause some confusion in this regard, so we suggest omitting language here regarding the stakeholders.

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Commented [MS10]: checking with Jared Walker on this section

Commented [JW10R2]: Removing per J. Wlaker on 7/21

Commented [JW11]: This was only in here previously because of the relation of RRFC to URRWA. Does a similar relationship exist between RRFC and UVWA?

~~Authority~~Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

Members of the Ukiah Valley Water Authority Upper Russian River Agency are also contemplating the consolidation of all members of the joint powers authority into a single water district. Should such consolidation occur, this JPA shall be amended to reflect the consolidation of members.

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

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

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Secretary-Chair or General Manager of the Agency following adoption by the Member.

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

(a) One (1) ~~s~~Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the ~~Ukiah Valley Groundwater~~ Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2. (a). This Stakeholder Director shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, including as amended, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the ~~six (6)~~ 7 Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

~~7.4. 7.3.3~~ Alternate Directors. ~~Each Member Director and Stakeholder Director may also appoint-nominate one (1)(4) Alternate Director to the Board of DirectorsBoard, and an Alternate Director shall be appointed for each Stakeholder Director. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). All Alternate Directors shall be appointed in the same manner as set forth in Section~~

~~7.3.~~ Alternate Directors shall have no ~~vote, and vote and~~ shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, ~~or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board after any Director changes.~~ Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. ~~Alternate Board Members have no vote at Board of Director meetings if the Board Member is present. If the Board Member Director, is not present, the~~

Commented [MS12]: the stakeholders directors are the ag and tribe so no need to add tribe again right?

Commented [JW12R2]: That is correct. I added language to 7.3.2.(b) above to mirror the ag director.

Commented [JW13]: Do we want the appointment of alternates to be a requirement?

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Commented [MS14]: this isn't really supported with a straight forward process.

Commented [JW14R2]: I revised the language to clarify that alternates are chosen in the same manner as the director to whom they are an alternate. Thus, alternate member directors will be appointed by that governing board by resolution, and alternate stakeholder directors will be appointed by the stakeholder nomination and GSA board approval process.

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Alternate ~~Board-Member~~Director shall be entitled to participate in all respects as a ~~regular-Board-~~
~~Member~~Director.

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~~7.5.7.4.~~ Terms of Office. The term of office for each ~~member of the Agency's Board of Directors~~ Director is two (2) years. Each ~~member of the Board of Directors~~ Director shall serve at the pleasure of the appointing Member and may be removed from the ~~Board of Directors~~ Board by the appointing members at any time. If at any time a vacancy occurs on the ~~Board of Directors~~ Board, a replacement shall be appointed to fill the unexpired term of the previous ~~Board Member~~ Director, pursuant to ~~Article~~ Article 7 of this Agreement and within ninety (90) days of the date that such position becomes vacant. In this case if the new Director is appointed mid-term they are serving the remainder of the past Directors term.

~~7.6.~~ 7.5 Removal of Board Members ~~Directors.~~ ~~Board Members~~ Directors and Alternate ~~Board Members~~ Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A ~~Board Member~~ Director that no longer meets the qualifications set forth in section.

7.1 is automatically removed from the Agency ~~Board of Directors~~ Board. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. Any unethical or improper conduct by a Director will be documented in writing and presented to the Board with the recommendation for corrective action or removal. Upon removal of a ~~Board Member~~ Director, the Alternate ~~Board Member~~ Director shall serve as a ~~Board Member~~ Director until a new ~~Board Member~~ Director is appointed by the Member. Members must submit any changes in ~~Board Member~~ Director or Alternate ~~Board Member~~ Director positions to the ~~Chair or General Manager~~ Secretary in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

~~7.7.7.5.~~ 7.6 Vacancies. A vacancy on the ~~Board of Directors~~ Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in ~~Section Article~~ Section Article 7.5 of this Agreement, or when a Director fails to participate in more than three consecutive meetings. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in ~~Section Article~~ Section Article 7.5 of this Agreement. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in ~~Section Article~~ Section Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in ~~Article~~ Section 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the ~~Board of Directors~~ Board or ~~Executive Director~~ General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired they may continue to hold office until a replacement is appointed and assumes the role. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

~~7.8.7.6.~~ 7.7 Adjustment to Composition of the Board of Directors ~~Board.~~ Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the ~~Governing~~ Governing Board to accurately reflect groundwater production within the boundaries of the authority.

Article 8. Agency Meetings

~~8.1.~~ Initial Meeting. ~~The initial meeting of the Agency's Board of Directors shall be called by the County of Mendocino and held in the Mendocino County Board of Supervisors~~

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Commented [MS15]: can we remove the 'initial meeting' as its already happened?

Commented [JW15R2]: Removed previous Article 8.1 for "initial meeting."

Chambers, 501 Low Gap Road, Ukiah, California within 60 days of the effective date of this Agreement. All Members shall be required to attend the initial meeting.

8.2.8.1. Time and Place. ~~The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law, for the time and place for holding regular meetings, at least quarterly, and at such other times as determined by the Board of Directors.~~

Commented [JW16]: Revised this to reference the Bylaws. This will allow flexibility for the GSA to make changes because it can approve bylaw changes by a majority vote, without needing to touch the JPA.

Commented [MS17]: I think we removed the time from the bylaws so we need to add it back and use 1pm or remove this part of the statement here.

Commented [JW17R2]: I used broader language to be more flexible.

8.3.8.2. Conduct. All meetings of the ~~Governing~~ Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. ~~Board-Members~~ Directors and Alternate ~~Board-Members~~ Directors may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article-Section 9.1.

8.4.8.3. Local Conflict of Interest Code. The ~~Board-of-Directors~~ Board shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

Article 9. ~~Board-of-Directors~~ Board Voting

9.1. Quorum. A majority of the members appearing in person at a meeting of the ~~Board-of-Directors~~ Board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each ~~member of the Board of Directors of the Agency~~ Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the ~~Board-of-Directors~~ Board shall require the affirmative vote of a simple majority of all Directors ~~participating~~ participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The ~~Board-of-Directors~~ Board shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the ~~Board of Directors~~ Board.

Article 10. Officers

10.1. Officers. The ~~Board-of-Directors~~ Board shall select a Chairman, Vice-Chairman, ~~Secretary~~, and any other officers as determined necessary by the ~~Board-of-Directors~~ Board. The Chair and Vice Chair shall serve two (2) year terms and shall not serve more than two (2) consecutive terms in the same office.

10.1.1. The Chairman shall preside at all Board Meetings.

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

10.1.3. The ~~Clerk~~ Secretary shall keep minutes of all meetings of the ~~Board-of-Directors~~ Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the ~~Board-of-Directors~~ Board.

10.1.4. All Officers shall be chosen at the first ~~Board-of-Directors~~ Board meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms, but no more than two (2) terms in the same office. Any Officer may resign at any time upon written notice to the Agency.

Commented [MS18]: Match to ByLaws

Commented [JW18R2]: I used "Directors" in both documents. As amended, "Member" is now only used to refer to the member agencies.

Article 11. Committee Formation

11.1. Internal Committee Formation. There shall be established such internal committees as the ~~Board of Directors~~Board shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the ~~Board of Directors~~Board, and shall make recommendations to the ~~Board of Directors~~Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The ~~Board of Directors~~Board may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the ~~Ukiah Valley~~ Basin. The ~~Board of Directors~~Board shall encourage the active involvement of the advisory committee(s) ~~prior to and during~~ the development and implementation of the ~~Groundwater Sustainability Plan~~GSP. ~~The~~~~Board of Directors~~Board will ensure that at least one (1) member from the ~~Board of Directors~~Board or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the ~~Board of Directors~~Board on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member ~~and~~ ; one (1) representative each for ~~each of~~ the Agricultural Stakeholder ~~Director s~~ and the Tribal Stakeholder ~~Directors~~; ~~at least one (1) representative from the Sonoma County Water Agency; and at least one (1) representative from the Mendocino County Resource Conservation District~~. The technical advisory committee shall meet as directed by the ~~Board of Directors, and~~Board and shall make recommendations to the ~~Board of Directors~~Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between ~~the Agency and the Members, ... (match the JPA), the Mendocino County Resource Conservation District, and the Sonoma County Water Agency.~~

Article 12. Treasurer, ~~Controller~~, and Legal Counsel

12.1. ~~Treasurer and Controller~~. ~~The County of Mendocino~~City of Ukiah shall act as ~~Treasurer and Controller for the Agency~~The Agency's Treasurer role shall be performed in accordance with Article 6.3 of the Bylaws, including as it may be amended from time to time. ~~The Controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The Controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency, or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.~~

12.2. Legal Counsel. The ~~Board of Directors~~Board may appoint legal counsel as it deems appropriate.

Article 13. ~~Executive Director~~General Manager

13.1. Appointment. The ~~Board of Directors~~Board may hire a General Manager ✱

Commented [MS19]: I'm still trying to figure some of this stuff out but I think the GSP is complete. Should this section be modified to reflect that?

Commented [JW19R2]: In my previous round of revisions, I defined "GSP" to mean the GSA's adopted GSP and I added a recital indicating that the GSP was approved. I also removed other language suggesting that the GSP had not yet been developed. However, I kept language regarding the "development and implementation" of the GSP, as those things continue with respect to periodic evaluations, 5-year updates, and plan amendments.

Commented [JW20]: This would not include the Ag/Tribal Stakeholders because they are not Member agencies. If we want those interests to be parties to the MOU, we would need to identify an individual or agency who will execute the MOU.

Commented [JW21]: Are these treated as separate rolls? Or should we just use Treasurer? If separate, are there any other distinctions between these rolls that should be noted here?

Commented [MS21R2]: checking with city finance director

~~Executive Director who~~who shall be compensated for his or her services, as determined by the ~~Board of Directors~~Board. The ~~Executive Director~~General ~~may~~Manager may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The ~~Executive-Director~~General Manager shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the ~~Board-of-Directors~~Board, and shall be responsible to the ~~Board-of-Directors~~Board for the proper and efficient administration of the Agency. The ~~Executive-Director~~General Manager shall have the powers designated in the Bylaws, including as amended.

13.3. Term and Termination. The ~~Executive-Director~~General Manager shall serve until he/she resigns or the ~~Board-of-Directors~~Board terminates his/her appointment.

13.4. Staff. The ~~Executive-Director~~General Manager may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the ~~Board-of-Directors~~Board. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

Article 14. Specific Projects

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

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

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

Article 15. Budget and Expenses

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

15.2. Agency Funding and Contributions. ~~The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded by a contribution from initial Members in the amount established in the bylaws, which contribution shall be set at an equal dollar amount for initial Members. In subsequent years, The~~ Agency may also be funded through additional voluntary contributions by all Members, ~~and as otherwise provided in Chapter 8 of SGMA (commencing with Section 10730 of the Water Code).~~

Commented [MS22]: should this section be updated to reflect the rate and fee study and new revenue structure?

Commented [JW22R2]: See revisions.

Commented [JW23]: Do member agencies make such voluntary contributions?

Article 16. Liability and Indemnification

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

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

Article 17. Withdrawal and Termination

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

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

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Section 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this ~~section-article~~ shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

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

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

Article 18. Miscellaneous

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

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

Russian River Flood Control and Water Conservation Improvement District: 151
Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
[Upper Russian River Water Agency: 151 Laws Avenue, Ukiah, CA 95482](#)
[Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482](#)

18.3. Bylaws. ~~At, or as soon as practicable after the first Board of Directors meeting the~~The
~~Board of Directors~~Agency shall ~~draft and approve~~maintain Bylaws of the Agency to govern
day-to-day operations of the Agency.

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

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

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

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in
counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures
to evidence the Agreement and to thereafter forward three (3) other original counterparts on a
rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed
counterpart with all Member signatures.

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

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

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

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the
Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

***Mendocino County Russian River Flood Control &
Water Conservation Improvement District***

STAFF REPORT

**Item: Uniform Water Sale & Purchase Agreement
Review of Article 12: Reduction in Use and Allotment
Monday, November 2, 2026**

The Strategic Plan relevant priority is:

- **Priority 1: Water Supply Security** (Ensure reliable, resilient, and available sources of water.)
Goal 4: Ensure effective and beneficial use of District water as a public resource through maximizing strategic and beneficial use of water under District water rights.

Background

The District holds water rights to the Russian River in Mendocino County and has established a process by which customers may purchase and consume a specific amount of water from the District under its water rights through the Uniform Water Supply & Purchase Agreement (“Agreement”).

Over the last year or so, questions have arisen about Article 12 - Reduction in Use and Allotment, Term 12.2.1 of the Agreement, as shown below:

Article 12: Reduction in Use and Allotment

12.2 District Initiation

12.2.1 If Customer's actual beneficial use of District 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.

Origin of Term

Language regarding reduction in Customer allotment of water was included in the 2004 Uniform Water Purchase Agreement, Section 2.8:

“Because the demands for District water resources generally exceed the District’s supplies and after the first full calendar year of this Agreement, and every year thereafter, the District shall review the total annual use of the District’s water by Customer. If the annual use of District’s water by Customer, based on monthly meter readings and monthly billings, is less than the amount of water reserved for Customer, as referred to in Paragraph 1, Section 1 of this Agreement, the District shall reduce Customer’s reserved water allotment to reflect actual use in the prior years. The unused water will then be made available to other water users at the sole discretion and determination of the District for the maximum beneficial use of the District’s water resources.”

(Continued...)

In 2014, the customer agreement was updated to the Uniform Water Supply & Purchase Agreement and Term 12.2.1 as shown above was included. The District Board reaffirmed the language of this term in its approval of the updated UWS&PA in 2025.

Intent of Term

The District's current legal counsel is the author of the 2014 Agreement and subsequent updates and reports the District's intent with including Term 12.2.1 was to prevent a customer from contracting for District water and not putting it to beneficial use. Despite having now gone to license, the District's water right can still be considered by the State Water Board for reduction or revocation due if the right is not put to beneficial use.

From the District's License 13898:

12. This right is subject to the continuing authority of the State Water Board to reduce the amount of water named in this right upon a finding by the State Water Board that the amount is in excess of that reasonably needed to be held in storage for the authorized uses. No action will be taken by the State Water Board without prior notice to the right holder and an opportunity for hearing.

Term 12.2.1 intends to mitigate the risk of not putting the District's licensed water to beneficial use. The Term was the District's way of insuring that the customers will use their full contract quantity of District water at least once every three years, putting the water to beneficial, non-wasteful, and reasonable use. A customer acquiring a contract quantity and not using it does not achieve this priority. The Term prevents monopolizing access to a public resource.

The Board held an agenda item on UWS&PA Article 12 in the public session of its December of 2025 and received legal counsel in closed session during several meetings in 2026.

Discussion

Attached is a memo from Legal Counsel regarding the Uniform Water Sale & Purchase Agreement, Article 12. The Board is invited to review, discuss, take public comment, and consider providing feedback to Staff and Legal Counsel.

Recommended Actions:

- Provide direction to Staff and Legal Counsel, if appropriate.

Attachments:

- Legal Counsel memo regarding the Uniform Water Sale & Purchase Agreement, Article 12.

* * * *

Prepared and submitted to the Board of Trustees by: *Elizabeth Salomone, General Manager*

Date: July 30, 2026
To: BOARD OF DIRECTORS
From: Jeanne M. Zolezzi
Subject: Uniform Water Supply Contract

SECTION 12 UNIFORM WATER SUPPLY CONTRACT

Background:

Recently, several customers have raised questions about Article 12 Reduction in Use and Allotment, Term 12.2.1 of the Uniform Water Supply & Purchase Agreement (**Agreement**), which provides:

If Customer's actual beneficial use of District 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.

Need for Term

When the Agreement was updated in 2014 legal counsel stressed the continued need to ensure that the District's water was placed to beneficial use. Historically, customers had contracted for water as "insurance" and some customers had never used water under the Agreement. The District must retain the right to ensure that customers are putting contracted water to beneficial use to protect its License. The District must retain the contractual ability to ensure water under its State Water Board issued rights is being put to beneficial use in order to avoid reduction or revocation of the licensed amount.

All water rights in California must be used continuously. Nonuse means failure to put water to beneficial use for a period of years. California Water Code section 1241 provides for loss of appropriative rights after five years' nonuse, and reads:

If the person entitled to the use of water fails to use beneficially all or any part of the water claimed by him or her, for which a right of use has vested, for the purpose for which it was appropriated or adjudicated, for a period of five years, that unused water may revert to the public and shall, if reverted, be regarded as unappropriated public water. That reversion shall occur upon a finding by the board following notice . . . and a public hearing if requested . . .

This law is restated in the District's License 13898:

12. This right is subject to the continuing authority of the State Water Board to reduce the amount of water named in this right upon a finding by the State Water Board that the amount is in excess of that reasonably needed to be held in storage for the authorized uses. No action will be taken by the State Water Board without prior notice to the right holder and an opportunity for hearing.

Term 12.2.1 intends to mitigate the risk of not putting the District's licensed water to beneficial use. The Term was the District's way of insuring that the customers will use their full contract quantity of District water at least once every three years, putting the water to beneficial, non-wasteful, and reasonable use. A customer acquiring a contract quantity and not using it does not achieve this priority. The Term prevents monopolizing access to a public resource.

*Mendocino County Russian River Flood Control
& Water Conservation Improvement District*

Agenda Item 9: General Manager's Report for October 2026

Presented at Regular Meeting of Monday, November 2, 2026

Priority 1: Water Supply Security ~ Ensure reliable, resilient, and available sources of water.

(1: Improve river & reservoir operations. 2: Advance fair & reliable trans basin diversions. 3: Increased storage capacity. 4: Ensure effective and beneficial use of District water as a public resource.)

1-Eel River & Reservoir Operations: The PG&E Drought Working Group met and reviewed most recent reports which will be submitted to FERC later in the month. See Agenda Item 10: Water Supply Conditions Update.

1-Russian River Biological Opinion: The Russian River Reservoir Operations Workgroup meets regularly to review updates and discuss emerging issues. <https://www.sonomawater.org/2025rrbiopresops>

1-Sonoma Water's Water Year Wrap-up Webinar: <https://rrfc.specialdistrict.org/russian-river-water-year-2026-update-rainfall-and-supply-levels>

2-Future of the Trans Basin Diversion: See Agenda Item 6: Mendocino County Inland Water & Power Commission (IWPC) Updates. More information can be found on the District's website: <https://rrfc.specialdistrict.org/future-of-the-eel-river-to-russian-river-trans-basin-diversion-potter-valley-project>

3-US Army Corp of Engineers (USACE) Coyote Valley Dam General Investigation for Increased Storage Capacity at Lake Mendocino: See Agenda Item 6: Mendocino County Inland Water & Power Commission (IWPC) Updates. More information can be found on the District's website: <https://rrfc.specialdistrict.org/lake-mendocino-s-coyote-valley-dam-general-investigation-study>

4-Redwood Valley County Water District Annexation into the RRFC Boundary: The Local Agency Formation Commission (LAFCo) approved the annexation application unanimously on Monday October 5, 2026. Next steps: (1) Reconsideration 30 day period. A successful petition for reconsideration would have to present new information and would be heard at the next LAFCo meeting after the 30 day period. (2) LAFCo issues letter to Redwood Valley voters and property owners with a 21 day protest period. Only those in the annexed area can protest. (3) A protest hearing will be held by LAFCo, conducted by Executive Officer and does not need to be at a LAFCo meeting. This will be only to receive protests, no public comments, presentations, etc. (4) If insufficient protests are received, LAFCo will consider the final resolution in January 2027.

4-Uncontracted District Water: The District was able to meet all District Water requests in the annual offering of uncontracted water totaling 83 acre feet. Contracts and updates have been issued. The current uncontracted water supply amount for water year 26-27 is 31 acre feet which will be offered as surplus and then offered for contract next year, as per the new policy. See Item 11c: Consent Calendar Financial Reports for the final water year 2025-2026 and the current water year 2026-2027 Water Year Worksheets for more information.

(Continued...)

Priority 2: Strategic Partnerships ~ Collaborate with partners to achieve aligned goals for a mutual benefit. (1: Cultivate trusted relationships with community partners for regional water security. 2: Expanded relationships with non-traditional partners and stakeholders in pursuit of enhanced Environmental Stewardship. 3: Promote clarity on shared goals and initiatives with our strategic partners.)

1-Water Sharing Program: The Working Group held its monthly meeting and discussed how to draft a written plan for the management of the 10k acre feet reserve in Lake Mendocino for Sonoma County. More information on the District's webpage: <https://rrfc.specialdistrict.org/upper-russian-river-voluntary-water-sharing-program>

3-Russian River Regional Monitoring Program (R3MP): The first Implementation Workgroup Meeting was held with approximately 20 participants from various regional organizations. Workgroup purpose is to guide the R3MP monitoring implementation including reconciling Plan priorities, current opportunities, and available funding.

3-Mendocino County Inland Water & Power Commission Recruitment for an Executive Director: See Agenda Item 6: Mendocino County Inland Water & Power Commission (IWPC) Updates.

Priority 3: Advocacy & Engagement ~ Be an influential voice for our region through outreach, education, funding, regulation, & legislation. (1: Improve public awareness and understanding of the importance of water issues. (2) Pursue State and Federal governmental policy and funding support.)

1&2-North Coast Resource Partnership Quarterly meeting: This organization is focused on bringing legislative support, particularly funding, to the region. Mike McGuire, Chris Rogers, James Gallagher, Damon Connolly, Heather Hdwick, and press secretary for Megan Dahle all attended, offered comments, and took questions.

1: Sonoma Water Public Tours: If interested, sign up to receive notices about tours. The next one is November 7th. <https://www.sonomawater.org/tours>

2-State Water Resources Control Board (SWRCB) Funded Telemetry Pilot: New equipment continues to be installed and monitored. Plans are underway to remove and store some equipment for the rainy season. Data is being collected for annual reporting.

Priority 4: Governance and Operational Excellence ~ Foster sustainable leadership and management of agency resources. (1: Capable and high quality executive leadership. 2: Engaged, diverse, and knowledgeable Board leadership. 3: Effective systems, administration, and human resources to execute the strategic plan. 4: Sound and sustainable management of District finances.)

1-Executive Leadership: Attended or watched: (1) NOAA Drought Seminar Series: Drought, El Nino, and California. Recording will be available on the NOAA website soon: www.psl.noaa.gov/drought/seminarseries (2) Sonoma Water's 2026 Water Year Wrap-up Webinar <https://www.sonomawater.org/water-year> (3) SDRMA Member Webinar: Introduction to KYND, a free service to help identify, assess, and remediate cyber vulnerabilities. (4) Streamline website host webinar: Portal, Payments & Site Preferences. (5) CalPERS Social Security Webinar (6) Website Accessibility & Compliance Checkup: Preparing for 2027. (6) CSDA Building Public Trust Through Financial Transparency. (7) ACWA hosted Sonoma Water Tour - From Source to Storage: A Field Day at the Russian River on October 28th.

(Continued...)

2-Local Agency Formation Commission: Notice has been issued of upcoming vacancies and a call for Nominations to the Regular and Alternate Special District Member seats. Nominations are due December 14, 2026. Both terms will be from January 1, 2027 – December 31, 2030.

2-District Board of Trustees: The Mendocino County Board of Supervisors approved the appointment of John Bailey to the Russian River Flood Control District in October.

Community Meetings

Mendocino County Supervisors (9/29/26): The County of Mendocino proclaimed a Local Emergency on September 29, 2026, due to the developing 2026-2027 El Niño Event and in response to the Governor’s proclamation.

Mendocino County Local Agency Formation Commission (10/5/26): The Commission held a hearing on the RRFC application to annex RVCWD. It was approved unanimously.

<https://www.youtube.com/watch?v=xHtmsNfdDNk&t=3593s>

Ukiah Valley Water Authority (10/1/26): A recording of the meeting is not available on the City meeting portal. <https://cityofukiah.com/meetings/>

Ukiah Valley Basin Groundwater Sustainability Agency Technical Advisory Committee (GSA TAC) (10/7/26): ED Simerson reported that RRFC did not approve the proposed updated GSA Joint Powers Agency Agreement and staff is working on drafting proposed updated language. An presentation was made on the first periodic evaluation of the Groundwater Sustainability Plan. A number of staff updates were provided.

<https://ukiahca.portal.civicclerk.com/event/4573/overview>

City of Ukiah (10/7/26): Nothing to note. <https://cityofukiah.com/meetings/>

Mendocino County Inland Water & Power Commission (10/8/26): Chair Pauli provided a report on a recent trip to Washington DC. During the Biden administration, a grant of \$15 million toward Eel River restoration efforts and New Eel River Facility development was allocated. However, with the change in Federal administration, the grant was frozen. Chair Pauli described the ongoing efforts to release this funding, sharing that the Department of the Interior is interested in how the grant funds could be used for increasing storage in the Potter Valley community, though it has concerns with regards to timing of the Potter Valley Project decommissioning. The Commission approved develop a letter of support regarding the funding. Eel River Project Authority Executive Director provided updates including an upcoming Board meeting, design progress, etc. The Executive Director Recruitment Ad Hoc Committee presented its staff report. Alternate Commissioner Mulheren spoke regarding recent public education and outreach efforts. The Commission approved the staff recommendation to engage Pehling & Pehling CPA to conduct the 2025-26 audit. Staff provided an update on early development of the multi-year budget which will be discussed at the Finance & Budget Ad Hoc Committee the following day. A presentation of principles for an “Amended and Restated Joint Exercise of Powers Agreement” was provided and feedback requested. A lengthy discussion was held regarding how to structure future member agency contributions in relation to benefits. A draft document will return to the Commission for review prior to being issued to member agencies for consideration of approval. The US Army Corp of Engineers General Investigation Study Ad Hoc Committee reviewed the staff report. Flood Control representatives announced the approval of the Redwood Valley County Water District annexation application at LAFCo on Monday.

(Continued...)

North Coast Resource Partnership (10/25 & 10/16/26): In addition to six legislatures who spoke, the event covered breakout session to dive deeply into key topics, updates from partners and agencies, honored outgoing leadership, and welcomed new appointees. Mendocino County Supervisor Madeline Cline was appointed the new Co-Vice Chair. <https://mailchi.mp/63302dff5e05/octoberstrategyworkshopandmtg>

City of Ukiah (10/7/26): City Council received a presentation on winter weather preparedness and approved a proclamation of a local emergency for the 2026-27 El Niño Event. Commissioner Rodin announced that LAFCo approved the Flood Control's annexation application, noting the outstanding lawsuit. <https://cityofukiah.com/meetings/>

Mendocino County Board of Supervisors (10/20/26): The Board approved both the appointment of John Bailey to the Russian River Flood Control District and the District's updated Bi-annual Conflict of Interest Code on the consent calendar. Supervisor Cline made note of IWPC's work on expanding storage at Lake Mendocino and the update to the JPA Agreement replacing RVCWD with the Water Authority. https://www.youtube.com/watch?v=A_YLl28FX2s&t=11161s

City of Ukiah (10/21/26): Nothing to note.

Mendocino County General Government Standing Committee (10/21/2026): This committee holds the mandatory Drought Resilience Plan meetings within its regular meetings. An end of water year update was provided with presentations from the National Weather Service and Department of Transportation Department. <https://www.youtube.com/watch?v=I9U9z0B53uo>

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Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

***Mendocino County Russian River Flood Control
& Water Conservation Improvement District***

STAFF REPORT

Agenda Item 10: Water Supply Conditions

Monday, November 2, 2026

The Strategic Plan relevant priorities are: **Water Supply Security** by ensuring reliable, resilient, and available sources of water through improved river and reservoir operations; and **Advocacy and Engagement** in support of improved public awareness and understanding of water issues.

Lake Mendocino and the Mainstem Upper Russian River

In May, the State Water Resources Control Board issued an Order approving Sonoma Water's Temporary Urgency Change Petition (TUCP) that remains in effect through November 17, 2026.

There is a small amount of precipitation in the near term forecast, however, Lake Mendocino storage is expected to continue to decline, and the water supply condition is projected to switch to Dry on November 1st based on Lake Mendocino storage thresholds. This will result in minimum instream flows requirements reducing to 75 cubic feet per second (cfs) on the Upper Russian River, 85 cfs on the Lower Russian River, and 75 cfs on Dry Creek. The dry threshold on November 1st is 51,000 ac-ft.

The State Water Resources Control Board is currently considering a temporary urgency change petition (TUCP) filed in August 2026 by Sonoma Water. If the petition is not approved before the current one expires in mid November, the water supply condition will revert to Normal and releases from Lake Mendocino will increase.

For more information see: <https://rrfc.specialdistrict.org/current-russian-river-and-lake-mendocino-operations> or Sonoma Water's TUCP webpage: www.sonomawater.org/tucp.)

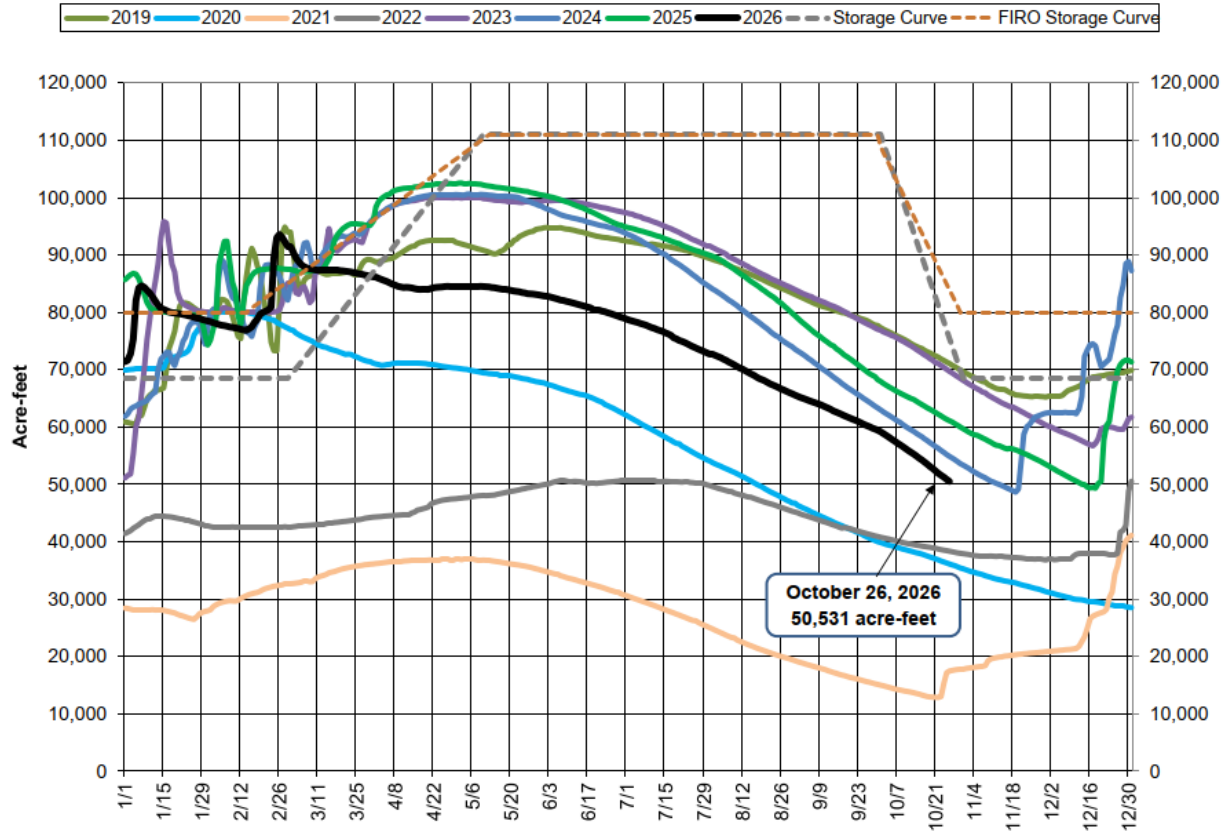
Lake Mendocino

10/26

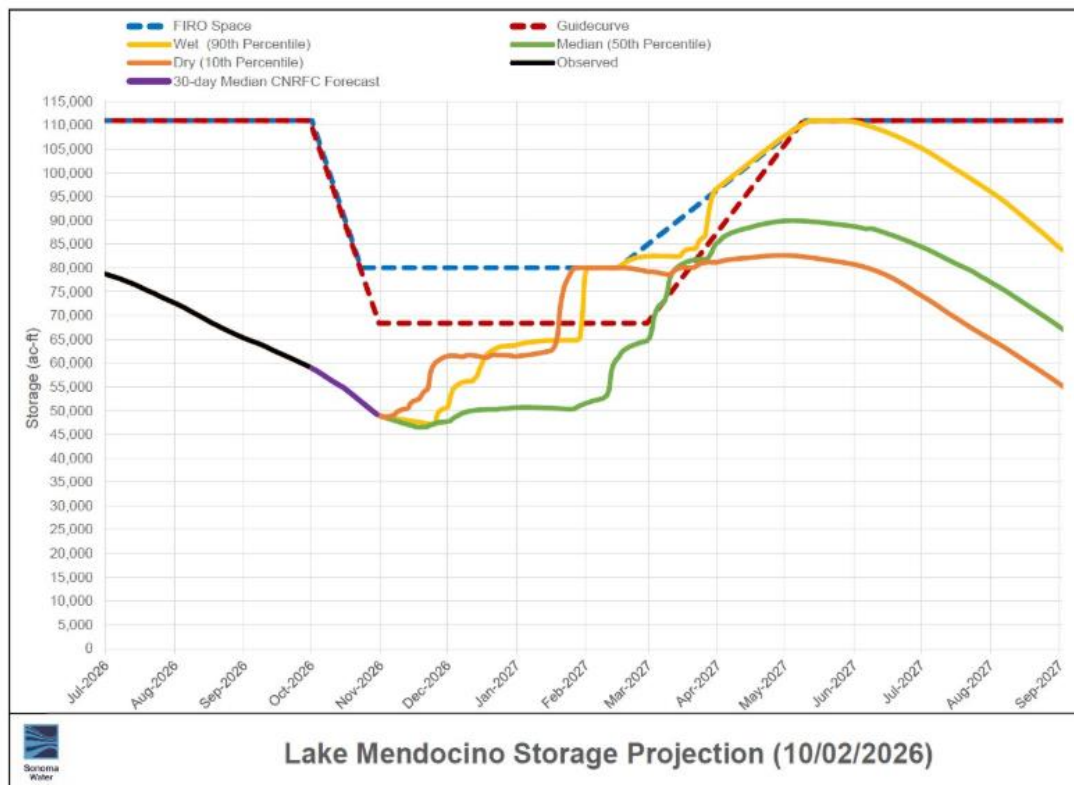
Current Storage (acre-feet)	50,531
FIRO Storage Curve (acre-feet)	83,950
% of FIRO Storage Curve	60.19%
7-day change (acre-feet)	-2,589

(Continued...)

Lake Mendocino Storage



LAKE MENDOCINO



(Continued...)

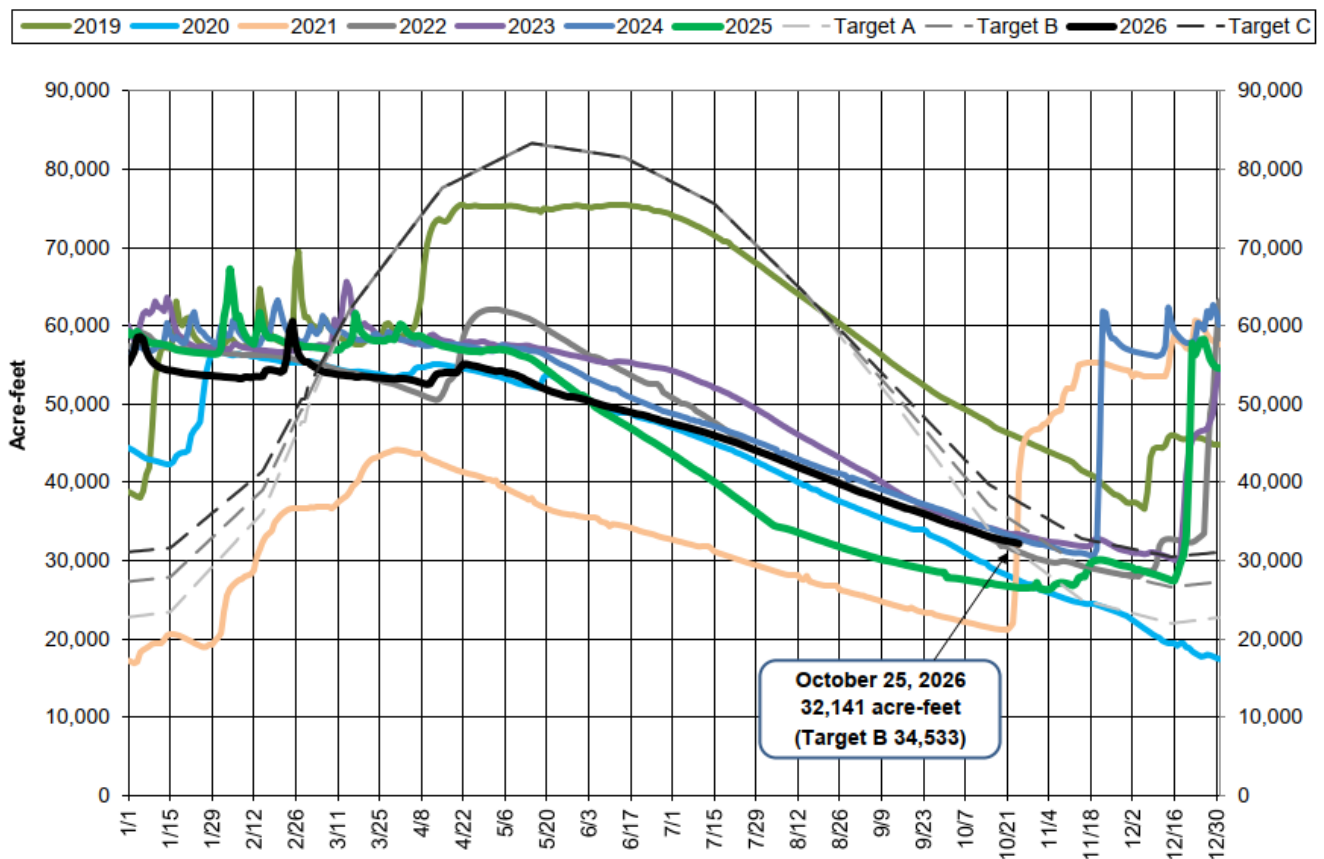
Operations of the Trans-Basin Diversion Through PG&E Owned “Potter Valley Project”

On May 14, 2026, FERC issued the order approving the 2026 temporary flow variance for the Potter Valley Project flows from the Eel to the Russian River. In September, PG&E held a Drought Working Group meeting as required by the FERC issued flow variance. As of September 23, 2026, Lake Pillsbury storage level was below 36,000 acre feet, meeting the threshold to remain in the variance until the water level exceeds 36,000 acre feet after November 1, 2026.

Beginning September 30th and for the remainder of variance, the minimum instream flow requirement reduced from 25 cfs down to 5 cfs. The actual total East Branch Russian River releases have hovered around 15 cfs since October 18, 2026.

The median forecast shows possibly late December for exiting the variance. PVID will still have its contract water of 15 cfs available from October 1-15, 2026. Reports are posted on the District website when made available: <https://rrfc.specialdistrict.org/current-pg-e-potter-valley-project-operations>

Lake Pillsbury Storage and Target Storage Scenarios



Lake Pillsbury

10/25

Current Storage (acre-feet)	32,141
Target Storage Curve (acre-feet)	34,533
7-day change (acre-feet)	-609

* * * *

Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

***Mendocino County Russian River Flood Control &
Water Conservation Improvement District***

CONSENT CALENDAR

Agenda Item 11 a, b, c & d

Monday, November 2, 2026

Consent Calendar Items:

a) Acceptance of the October 2026 Financial Reports

Because the meeting agenda and materials are published prior to the end of the month, adjustments to the reports will be noted in future report.

New report: a Final Accounting of the Project Water Worksheet as of October 1, 2026 is included. Due to a cancelled contract, additional uncontracted water was made available.

The District was able to meet all District Water requests in the annual offering of uncontracted water totaling 83 acre feet. Contracts and updates have been issued. The current uncontracted water supply amount for water year 26-27 is 31 acre feet which will be offered as surplus and then offered for contract next year, as per the new policy.

b) Approval of October 5, 2026 Regular Board Meeting minutes

c) Adopt Resolution #26-08 Reaffirming Policy 4116 Conflict of Interest Code and Statements of Economic Interest Policy

See **attached** Staff Report.

Attachments:

- Staff Report for Agenda Item 11c: Consent Calendar - District Policy Updates, District Policy 4116 Conflict of Interest

Recommendation

- Unless a request to pull an item is received, move to approve the Consent Calendar

Note: if an item is pulled from the Consent Calendar, the Board will consider approval of the Consent Calendar with remaining items, then consider the pulled item separately. To take action on the pulled item, a separate motion will be required.

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Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

***Mendocino County Russian River Flood Control &
Water Conservation Improvement District***

STAFF REPORT

Agenda Item 11a: October 2026 Financial Report

November 2, 2026

Revenue

September 2026 Additional revenue not shown on previous report: \$7,689.92

- \$5,706.88 LAIF quarterly interest
- \$1,983.04 CLASS monthly interest

October 2026: none

- (CA CLASS monthly interest will be posted at end of month)

Expenses

September 2026 Additional expenses not shown on previous report: \$140.30

- \$140.30 office operating expenses

October 2026: \$31,914.30 notably:

- \$7,287 Legal Counsel for IWPC general related issues, September service dates
- \$5,920 Legal Counsel for general issues, September service dates

Other

- Reconciliation discrepancies are due to credit card fraudulent charges/credits and errors in recording CalPERS contributions; working with Accountant to resolve.
- Financial reports subject to change after corrections and adjustments by Accountant and Auditor.
- Reconciliations are up to date as of the end of **September 2026**.
- Additional reports or information available upon request.

A mid-year budget review will be presented in December 2026 or January 2027 and will include a summary description of reports to assist the general public in better understanding the financial reporting.

Recommendation:

- Move to accept and file the financial reports for October 2026.

Attachments:

1. Profit & Loss Report – October 2026 only
2. Income & Expense / Budget Vs Actual Report – Fiscal Year to date
3. Profit & Loss Previous Year Comparison Report– Fiscal Year to date
4. Balance Sheet Previous Year Comparison Report– Fiscal Year to date
5. Monthly Payment Detail Report– October 2026
6. Contracted Water Worksheet as of November 1, 2026

* * * *

Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

Mendocino County Russian River Flood Control District
Profit & Loss Prev Year Comparison

Cash Basis

October 2026

	<u>Oct 26</u>
Ordinary Income/Expense	
Expense	
Payroll Expenses	16,519.63
Water Supply Expenses	
5020 · Water Rights	
5020.02 · Legal Counsel	851.70
5020.04 · Meter Maintenance	<u>267.47</u>
Total 5020 · Water Rights	1,119.17
5031 · JPAs	
5031.03 · IWPC- RRFC Legal for general	<u>7,287.36</u>
Total 5031 · JPAs	7,287.36
5050 · Projects	
5057 · LAFCo Applications	
5057.01 · LAFCo Apps - Legal Counsel	<u>178.50</u>
Total 5057 · LAFCo Applications	178.50
5059 · Trans Basin Diversion	
5059.01 · TB Div - Legal Counsel	<u>384.00</u>
Total 5059 · Trans Basin Diversion	<u>384.00</u>
Total 5050 · Projects	<u>562.50</u>
Total Water Supply Expenses	8,969.03
General & Administrative Exp	
5100 · Consulting	
5101 · Accounting	292.50
5105 · Legal-General	<u>5,920.65</u>
Total 5100 · Consulting	6,213.15

Mendocino County Russian River Flood Control District
Profit & Loss Prev Year Comparison

Cash Basis

October 2026

	Oct 26
5120 · Vehicle	44.50
5160 · Office Operating Expenses	167.99
Total General & Administrative Exp	6,425.64
Total Expense	31,914.30
Net Ordinary Income	-31,914.30
Net Income	-31,914.30

Mendocino County Russian River Flood Control District

Income & Expense / Budget vs. Actual

Cash Basis

July 2026 through June 2027

	Jul '26 - Jun 27	Budget
Ordinary Income/Expense		
Income		
4001.1 · Contract Water Sales	12,076.00	568,368.00
4002 · Surplus(Uncontracted) Wtr Sales	0.00	3,312.00
4010 · Water Application Fee	800.00	1,600.00
4050 · Property Taxes	7,725.22	70,000.00
4080 · Interest-LAIF	5,706.88	19,000.00
4082 · Interest-CA CLASS	5,986.39	16,000.00
4140 · Use of Reserves (income)	0.00	35,020.00
Total Income	32,294.49	713,300.00
Expense		
Payroll Expenses	76,249.55	220,200.00
Water Supply Expenses		
5020 · Water Rights		
5020.01 · Annual Fees	0.00	18,000.00
5020.02 · Legal Counsel	998.58	5,000.00
5020.03 · WR Engineering	0.00	3,000.00
5020.04 · Meter Maintenance	1,482.04	1,000.00
5020.05 · Meter & Data Mgmt Program	0.00	4,000.00
5020.06 · New Meter Purchases	0.00	20,000.00
Total 5020 · Water Rights	2,480.62	51,000.00
5030 · USGS, streamflow gage	8,040.00	15,000.00
5031 · JPAs		
5031.01 · IWPC-Admin/Staff	1,082.50	76,000.00
5031.03 · IWPC- RRFC Legal for general	11,455.56	
Total 5031 · JPAs	12,538.06	76,000.00
5040 · Channel Maintenance	0.00	30,000.00
5050 · Projects		
5056 · License Change Petition		
5056.01 · Chg Pet- Legal Counsel	535.50	0.00
5056 · License Change Petition - Other	0.00	12,000.00
Total 5056 · License Change Petition	535.50	12,000.00

Mendocino County Russian River Flood Control District

Income & Expense / Budget vs. Actual

Cash Basis

July 2026 through June 2027

	Jul '26 - Jun 27	Budget
5057 · LAFCo Applications		
5057.01 · LAFCo Apps - Legal Counsel	8,411.94	0.00
5057.04 · LAFCo Apps-CEQA Legal Action	214.20	
5057 · LAFCo Applications - Other	0.00	25,000.00
Total 5057 · LAFCo Applications	8,626.14	25,000.00
5059 · Trans Basin Diversion		
5059.01 · TB Div - Legal Counsel	4,837.98	0.00
5059 · Trans Basin Diversion - Other	66.18	140,000.00
Total 5059 · Trans Basin Diversion	4,904.16	140,000.00
5060 · Lake Mendocino Storage Incr.	0.00	59,000.00
Total 5050 · Projects	14,065.80	236,000.00
Total Water Supply Expenses	37,124.48	408,000.00
General & Administrative Exp		
5100 · Consulting		
5101 · Accounting	1,948.99	4,000.00
5102 · Audit	5,500.00	11,000.00
5103 · Engineering- General	693.75	2,000.00
5104 · Administrative Support	0.00	3,000.00
5105 · Legal-General	14,105.25	10,000.00
5109 · Human Resources	0.00	1,500.00
5100 · Consulting - Other	714.00	
Total 5100 · Consulting	22,961.99	31,500.00
5120 · Vehicle	355.30	3,000.00
5130 · Insurance	8,551.45	10,000.00
5140 · LAFCO Apportionment Fee	1,274.81	1,100.00
5150 · Memberships	0.00	2,500.00
5160 · Office Operating Expenses	2,303.23	14,000.00
5161 · Rent, Utilities	2,250.00	8,000.00
5170 · Training & Conferences	43.85	1,000.00
5180 · Stipends, Meetings	6,442.78	12,000.00
5190 · Property Tax Admin Fees	0.00	2,000.00
Total General & Administrative Exp	44,183.41	85,100.00

Mendocino County Russian River Flood Control District
Income & Expense / Budget vs. Actual

Cash Basis

July 2026 through June 2027

	<u>Jul '26 - Jun 27</u>	<u>Budget</u>
4000 · Reconciliation Discrepancies	<u>-139.27</u>	
Total Expense	<u>157,418.17</u>	<u>713,300.00</u>
Net Ordinary Income	<u>-125,123.68</u>	<u>0.00</u>
Net Income	<u><u>-125,123.68</u></u>	<u><u>0.00</u></u>

Mendocino County Russian River Flood Control District
Profit & Loss Prev Year Comparison

Cash Basis

July 2026 through June 2027

	Jul '26 - Jun 27	Jul '25 - Jun 26	\$ Change	% Change
Ordinary Income/Expense				
Income				
4001.1 · Contract Water Sales	12,076.00	479,545.95	-467,469.95	-97.5%
4001.2 · Contracted Surplus Transferred	0.00	49,463.67	-49,463.67	-100.0%
4010 · Water Application Fee	800.00	0.00	800.00	100.0%
4050 · Property Taxes	7,725.22	71,910.38	-64,185.16	-89.3%
4080 · Interest-LAIF	5,706.88	22,880.49	-17,173.61	-75.1%
4082 · Interest-CA CLASS	5,986.39	19,831.59	-13,845.20	-69.8%
4100 · Other Income	0.00	1,112.45	-1,112.45	-100.0%
4130 · Unrealized Gain(Loss) Invstment	0.00	-1,292.89	1,292.89	100.0%
Total Income	32,294.49	643,451.64	-611,157.15	-95.0%
Expense				
Payroll Expenses				
5001 · Gross Wages	50,666.64	144,194.65	-93,528.01	-64.9%
5002 · CalPERS Employer Expense	4,025.44	11,477.85	-7,452.41	-64.9%
5003 · CalPERS Employer 457 Expense	1,520.08	7,088.00	-5,567.92	-78.6%
5004 · Health Insurance	5,564.32	16,368.80	-10,804.48	-66.0%
5005 · Medicare	815.35	2,328.16	-1,512.81	-65.0%
5006 · FICA	3,486.32	9,954.93	-6,468.61	-65.0%
5007 · CalPERS 1959 Survivor Billing	8.00	93.60	-85.60	-91.5%
5008 · CALPERS GASB-68 Fees	10,163.40	430.00	9,733.40	2,263.6%
5009 · Unfunded Pension Liability	0.00	8,726.00	-8,726.00	-100.0%
Total Payroll Expenses	76,249.55	200,661.99	-124,412.44	-62.0%
Water Supply Expenses				
5020 · Water Rights				
5020.01 · Annual Fees	0.00	16,732.45	-16,732.45	-100.0%
5020.02 · Legal Counsel	998.58	0.00	998.58	100.0%
5020.04 · Meter Maintenance	1,482.04	1,555.08	-73.04	-4.7%
5020.06 · New Meter Purchases	0.00	10,226.86	-10,226.86	-100.0%
Total 5020 · Water Rights	2,480.62	28,514.39	-26,033.77	-91.3%
5030 · USGS, streamflow gage				
5030.00 · USGS Gage reimbursement	0.00	-17,550.00	17,550.00	100.0%
5030 · USGS, streamflow gage - Other	8,040.00	31,425.00	-23,385.00	-74.4%
Total 5030 · USGS, streamflow gage	8,040.00	13,875.00	-5,835.00	-42.1%
5031 · JPAs				
5031.01 · IWPC-Admin/Staff	1,082.50	4,097.50	-3,015.00	-73.6%
5031.03 · IWPC- RRFC Legal for general	11,455.56	0.00	11,455.56	100.0%
Total 5031 · JPAs	12,538.06	4,097.50	8,440.56	206.0%
5040 · Channel Maintenance				
5040.01 · Channel Maint.-Legal	0.00	4,701.18	-4,701.18	-100.0%
5040 · Channel Maintenance - Other	0.00	1,175.00	-1,175.00	-100.0%
Total 5040 · Channel Maintenance	0.00	5,876.18	-5,876.18	-100.0%

	Jul '26 - Jun 27	Jul '25 - Jun 26	\$ Change	% Change
5050 · Projects				
5056 · License Change Petition				
5056.01 · Chg Pet- Legal Counsel	535.50	4,062.66	-3,527.16	-86.8%
5056.02 · Chg Pet - Engineering	0.00	7,845.85	-7,845.85	-100.0%
5056.03 · Chg Pet - Fees	0.00	20,850.00	-20,850.00	-100.0%
Total 5056 · License Change Petition	535.50	32,758.51	-32,223.01	-98.4%
5057 · LAFCo Applications				
5057.00 · RVCWD reimbursement	0.00	-46,884.29	46,884.29	100.0%
5057.01 · LAFCo Apps - Legal Counsel	8,411.94	22,681.74	-14,269.80	-62.9%
5057.02 · LAFCo Apps - Engineering	0.00	2,609.00	-2,609.00	-100.0%
5057.04 · LAFCo Apps-CEQA Legal Action	214.20	16,190.19	-15,975.99	-98.7%
5057 · LAFCo Applications - Other	0.00	13,088.63	-13,088.63	-100.0%
Total 5057 · LAFCo Applications	8,626.14	7,685.27	940.87	12.2%
5059 · Trans Basin Diversion				
5059.01 · TB Div - Legal Counsel	4,837.98	23,259.18	-18,421.20	-79.2%
5059.03 · TB Div- IWPC	0.00	40,000.00	-40,000.00	-100.0%
5059 · Trans Basin Diversion - Other	66.18	0.00	66.18	100.0%
Total 5059 · Trans Basin Diversion	4,904.16	63,259.18	-58,355.02	-92.3%
5060 · Lake Mendocino Storage Incr.				
5060.01 · Lake Mendo Storage via IWPC	0.00	40,000.00	-40,000.00	-100.0%
5060.02 · Lake Mendo Storage-legal	0.00	337.50	-337.50	-100.0%
Total 5060 · Lake Mendocino Storage Incr.	0.00	40,337.50	-40,337.50	-100.0%
Total 5050 · Projects	14,065.80	144,040.46	-129,974.66	-90.2%
Total Water Supply Expenses	37,124.48	196,403.53	-159,279.05	-81.1%
General & Administrative Exp				
5100 · Consulting				
5101 · Accounting	1,948.99	4,223.24	-2,274.25	-53.9%
5102 · Audit	5,500.00	9,500.00	-4,000.00	-42.1%
5103 · Engineering- General	693.75	1,506.25	-812.50	-53.9%
5104 · Administrative Support	0.00	1,325.00	-1,325.00	-100.0%
5105 · Legal-General	14,105.25	9,902.49	4,202.76	42.4%
5109 · Human Resources	0.00	3,462.50	-3,462.50	-100.0%
5110 · Strategic Planning	0.00	3,747.10	-3,747.10	-100.0%
5100 · Consulting - Other	714.00	0.00	714.00	100.0%
Total 5100 · Consulting	22,961.99	33,666.58	-10,704.59	-31.8%
5120 · Vehicle	355.30	1,436.90	-1,081.60	-75.3%
5130 · Insurance	8,551.45	8,879.28	-327.83	-3.7%
5140 · LAFCO Apportionment Fee	1,274.81	1,009.53	265.28	26.3%
5150 · Memberships	0.00	2,520.00	-2,520.00	-100.0%
5160 · Office Operating Expenses	2,303.23	15,454.21	-13,150.98	-85.1%
5161 · Rent, Utilities	2,250.00	4,500.00	-2,250.00	-50.0%
5170 · Training & Conferences	43.85	4,115.88	-4,072.03	-98.9%

	Jul '26 - Jun 27	Jul '25 - Jun 26	\$ Change	% Change
5180 · Stipends, Meetings	6,442.78	9,742.19	-3,299.41	-33.9%
5190 · Property Tax Admin Fees	0.00	1,286.21	-1,286.21	-100.0%
Total General & Administrative Exp	44,183.41	82,610.78	-38,427.37	-46.5%
Miscellaneous	0.00	-23.49	23.49	100.0%
4000 · Reconciliation Discrepancies	-139.27	175.60	-314.87	-179.3%
Total Expense	157,418.17	479,828.41	-322,410.24	-67.2%
Net Ordinary Income	-125,123.68	163,623.23	-288,746.91	-176.5%
Net Income	-125,123.68	163,623.23	-288,746.91	-176.5%

Mendocino County Russian River Flood Control District
Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2027

	Jun 30, 27	Jun 30, 26	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1000 · SBMC Checking	94,218.74	185,084.39	-90,865.65	-49.1%
1010 · LAIF				
1011 · Capital Reserve	92,000.00	92,000.00	0.00	0.0%
1012 · Emergency Reserve	50,000.00	50,000.00	0.00	0.0%
1013 · Operating Reserve	308,000.00	308,000.00	0.00	0.0%
1014 · Water Reliability Reserve	72,261.17	72,261.17	0.00	0.0%
1010 · LAIF - Other	58,695.51	47,462.35	11,233.16	23.7%
Total 1010 · LAIF	580,956.68	569,723.52	11,233.16	2.0%
1019 · LAIF - Fair Market Value	-642.43	-642.43	0.00	0.0%
1020 · CA CLASS				
1024 · Water Reliability Reserve	257,317.88	257,317.88	0.00	0.0%
1020 · CA CLASS - Other	328,291.86	372,305.47	-44,013.61	-11.8%
Total 1020 · CA CLASS	585,609.74	629,623.35	-44,013.61	-7.0%
Total Checking/Savings	1,260,142.73	1,383,788.83	-123,646.10	-8.9%
Accounts Receivable	-24.40	-24.40	0.00	0.0%
Other Current Assets	0.00	5,901.28	-5,901.28	-100.0%
Total Current Assets	1,260,118.33	1,389,665.71	-129,547.38	-9.3%
Fixed Assets				
1401 · Meters & Vehicles	144,324.90	144,324.90	0.00	0.0%
1499 · Accumulated Depreciation	-131,883.64	-131,883.64	0.00	0.0%
Total Fixed Assets	12,441.26	12,441.26	0.00	0.0%
Other Assets				
1600 · Deferred Outflows	47,197.00	47,197.00	0.00	0.0%
Total Other Assets	47,197.00	47,197.00	0.00	0.0%
TOTAL ASSETS	1,319,756.59	1,449,303.97	-129,547.38	-8.9%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
2030 · Vacation/Sick Accrual	33,746.72	33,746.72	0.00	0.0%
2050 · Payroll Liabilities	0.00	4,423.70	-4,423.70	-100.0%
Total Other Current Liabilities	33,746.72	38,170.42	-4,423.70	-11.6%
Total Current Liabilities	33,746.72	38,170.42	-4,423.70	-11.6%
Long Term Liabilities				
2600 · Deferred Inflows	4,485.00	4,485.00	0.00	0.0%
2700 · Net Pension Liability	69,892.00	69,892.00	0.00	0.0%
Total Long Term Liabilities	74,377.00	74,377.00	0.00	0.0%
Total Liabilities	108,123.72	112,547.42	-4,423.70	-3.9%

Mendocino County Russian River Flood Control District

Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2027

	Jun 30, 27	Jun 30, 26	\$ Change	% Change
Equity				
3000 · Opening Bal Equity	541,116.95	541,116.95	0.00	0.0%
3001 · Retained Earnings	795,639.60	632,016.37	163,623.23	25.9%
Net Income	-125,123.68	163,623.23	-288,746.91	-176.5%
Total Equity	1,211,632.87	1,336,756.55	-125,123.68	-9.4%
TOTAL LIABILITIES & EQUITY	1,319,756.59	1,449,303.97	-129,547.38	-8.9%

Mendocino County Russian River Flood Control District

Monthly Payment Detail

Cash Basis

As of October 31, 2026

Date	Name	Memo	Paid Amount
1000 · SBMC Checking			
10/09/2026	Cardmember Service	Credit card 8/14 to 9/11/26, pd 10/9/26	-113.87
10/05/2026	Herum/Crabtree/Suntag	Legal Counsel September 2026 service dates	-14,622.21
10/08/2026	Intuit	QB payroll subscription-monthly & annual	-7.00
10/01/2026	McCrometer	meter batteries	-250.09
10/05/2026	Starting Line Advisory	Accounting service dates-Aug 2026	-292.50
10/13/2026	Team Mobile	Cell Phone 8-23 to 9-22-26 service dates, pd 10/13...	-109.00
Total 1000 · SBMC Checking			-15,394.67
TOTAL			-15,394.67

Project Water Worksheet as of November 1, 2026

*All numbers in acre feet

Current Water Year totals

Project Water Licensed to MC RRFC & WCID:		7940
Water Year 2026-27 Contracted Non-Retail Suppliers:		5275
Water Year 2026-27 Contracted Retail Suppliers:		2634
	Calpella CWD	85
	Henry Station Mutual Water Co	8
	Hopland PUD	222
	Millview CWD - All Use	1171.15
	Rogina Water	200
	Redwood Valley CWD	328.85
	River Estates Mutual Water Company	26
	Willow CWD - All Use	593
	Contracted Retail Suppliers Total:	2634

Contracted Total: **7909**

Current Uncontracted Water Supply: **31**

Redwood Valley County Water District Surplus Use Totals:

Month	Diverted in Water Year 25/26	Diverted in Water Year 26/27
October	34.01	
November	20.08	
December	18.58	
January	0.00	
February	23.11	
March	31.47	
April	33.79	
May	58.84	
June	108.74	
July	182.92	
August	139.76	
September	81.59	
Totals:	732.89	0.00

Surplus water OFFERED FOR TRANSFER from customers in 2026/27:	0
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Surplus water notices will be issued to Customers in approximately April 2027.

On June 1, 2026, the District Board adopted a policy regarding the allocation of uncontracted water. Contact District for more information.

Project Water Worksheet as of October 1, 2026 - Final Accounting

*All numbers in acre feet

Water Year 2025-2026 totals

Project Water Licensed to MC RRFC & WCID:		7940
Water Year 2025-2026 Contracted Non-Retail Supply:		5192
Water Year 2025-2026 Contracted Retail Suppliers:		2634
	Calpella CWD	85
	Henry Station Mutual Water Co	8
	Hopland PUD	222
	Millview CWD - All Use	1171.15
	Rogina Water	200
	Redwood Valley CWD	328.85
	River Estates Mutual Water Company	26
	Willow CWD - All Use	593
	Contracted Retail Suppliers Total:	2634
Water Year 2025-2026 Contracted Total:		7826
Water Year 2025-2026 Uncontracted Water Supply:		114

Redwood Valley County Water District (RVCWD) Surplus Use Totals:

Month	Diverted in Water Year 24/25	Diverted in Water Year 25/26
October	82.13	34.01
November	0.00	20.08
December	0.00	18.58
January	13.39	0.00
February	14.86	23.11
March	14.69	31.47
April	6.98	33.79
May	68.76	58.84
June	168.42	108.74
July	172.40	182.92
August	159.25	139.76
September	104.84	81.59
Totals:	805.72	732.89

Surplus water OFFERED FOR TRANSFER from customers in 2026:	670
Uncontracted water sold to RVCWD in 2026:	114
Transferred water sold to RVCWD in 2026:	618.89
Surplus water notices were issued to Customers in April and May. Additional surplus water can be made available. On June 1, 2026, the District Board adopted a policy regarding the allocation of uncontracted water. Contact District for more information.	

***Mendocino County Russian River Flood Control
& Water Conservation Improvement District***

STAFF REPORT

Agenda Item 11c: Consent Calendar - District Policy Updates

District Policy 4116 Conflict of Interest

Monday, October 5, 2026

The Strategic Plan relevant priority is **Governance and Operational Excellence** through enhanced transparency, accountability, and consistency across the District by maintaining effective and relevant policies, procedures, and governing documents.

Background

The California Political Reform Act (Government Code Section 81000, et seq.) identifies specific requirements for the Conflict of Interest Code language and adoption. Government Code Section 87306.5:

- (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.
- (b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

District Legal Counsel reviewed the District's policy, reviewed the California Political Reform Act requirements, made recommendations to Staff for updating the Code policy by District Resolution, and to submit the required form and updated Code to the "code reviewing body" which is the County of Mendocino.

The County of Mendocino Board of Supervisors approved the District's updated Bi-annual Conflict of Interest Code on October 20, 2026, as required by law.

Recommendation

- Move to approve Resolution #26-08 Reaffirming Updated Policy 4116 Conflict of Interest Code and Statements of Economic Interest

Attachments:

- DRAFT Resolution Reaffirming Updated Policy 4116 Conflict of Interest Code and Statements of Economic Interest with Exhibit A: Policy 4116 Conflict of Interest

* * * *

Prepared and submitted to the Board of Trustees by: Elizabeth *Salomone*, *General Manager*

Resolution # 26-08
of the
**Mendocino County Russian River Flood Control
& Water Conservation Improvement District**

**Reaffirming Updated Policy 4116 Conflict of Interest Code and Statements of
Economic Interest**

WHEREAS, Russian River Flood Control & Water Conservation Improvement District Board of Trustees, hereinafter referred to as the “Board of Trustees,” is subject to the Political Reform Act (Government Code Section 81000, et seq.); and

WHEREAS, the Political Reform Act requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (Title 2, California Code of Regulations, Section 18730), that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code; and

WHEREAS, the Board of Trustees desires to make updates and amendments to its existing conflict of interest code; and

WHEREAS, the Mendocino County Board of Supervisors approved the Russian River Flood Control & Water Conservation Improvement District updated Bi-annual Conflict of Interest Code on October 20, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the above recitals are true and correct; and

BE IT FURTHER RESOLVED, that the attached updated Russian River Flood Control & Water Conservation Improvement District Policy 4116, including designating officials and employees, and establishing disclosure categories, shall constitute the conflict of interest code of the Board of Trustees.

ADOPTED the 2nd of November 2026 by the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District, by the following vote:

Christopher Watt, President	Yes / No / Abstain / Absent
John Reardan, Vice President	Yes / No / Abstain / Absent
Tyler Rodrigue, Treasurer	Yes / No / Abstain / Absent
John Bailey, Trustee	Yes / No / Abstain / Absent
Dave Koball, Trustee	Yes / No / Abstain / Absent

Signed:

Christopher Watt, Board of Trustees President

Date

Attest:

Elizabeth Salomone, General Manager

Date