

Mendocino County

Russian River Flood Control & Water Conservation Improvement District

PO Box 2104, Ukiah, CA 95482 707.462.5278 Website: RRFC.net DistrictManager@rrfc.net

A G E N D A

**Board of Trustees – Regular Meeting
of Monday, September 14, 2026 at 5:30 PM**

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

1. Call to Order and Roll Call
2. Approval of Agenda
Urgent items added may be discussed immediately after public expression. Time suggestions to the right of item title.

CLOSED SESSION (5:32 PM)

Public Expression on Closed Session Items will be held prior to entering the Closed Session.

3. Conference with Real Property Negotiators (Gov. Code § 54956.8)
*Property: Potter Valley Project | Agency negotiator: General Manager, General Counsel, Board Members
Negotiating parties: Agency, Inland Water & Power Agency, PG&E | Under negotiation: Purchasing Entity*
4. Conference with Legal Counsel – Existing Litigation
Lee Howard et al. v. Mendocino County Russian River Flood Control Annexation of Redwood Valley County Water District et al. Mendocino County Superior Court, Case No. 25CV02914 (Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)

AUDIENCE COMMENTS ON NON-AGENDA ITEMS (approximately 6:00 PM)

5. Public Expression- See End of Agenda for Information on Public Expression

ITEMS FOR DISCUSSION AND POSSIBLE ACTION (6:05 PM)

6. Mendocino County Inland Water & Power Commission (IWPC) Updates
Board will receive information/updates and hold a discussion with possible direction to IWPC Representatives, Staff, and/or Legal Counsel.
7. CalPERS Retirement Contract Update
Board will consider approval of the Amendment to Contract between the Board of Administration CA Public Employees' Retirement System and the Board of Trustees of the District, adoption of Resolution Authorizing an Amendment to the CalPERS Contract, and direction to Staff to complete and submit the required paperwork.
8. Ukiah Valley Basin Groundwater Sustainability Agency Update
Board will receive information/updates and consider approval of (1) the Resolution Approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, and (2) the Ukiah Valley Basin Groundwater Sustainability Agency Technical Advisory Committee Memorandum of Understanding Ukiah Valley Basin Groundwater Sustainability Agency

(continued...)

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 August 2026 Financial Reports
 - b) Approval of August 5, 2026 Regular Board Meeting minutes
 - c) Approval of August 27, 2026 Special Board Meeting minutes
12. Trustee & Committee Reports
13. Direction on Future Agenda Items

ADJOURNMENT

ACTION ITEMS – All agenda items are potential action items unless otherwise noted.

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.

President
Christopher Watt

Vice President
John Reardan

Treasurer
Tyler Rodrigue

Trustee
Dave Koball

Trustee
John Bailey

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

STAFF REPORT

**Item 6: Mendocino County Inland Water & Power Commission Updates
Monday, September 14, 2026**

Future of the Trans Basin Diversion

The Federal Energy Regulatory Commission published a Notice of Scoping Meeting and Request for Comments on the Proposed Surrender, Decommissioning, and Non-Project use of Project Lands (NERF) dated May 22, 2026. FERC will prepare a document discussing the environmental impacts of both the decommissioning and the building of the New Eel Russian Facility (NERF.) FERC will use this document in its decision-making process to identify potential adverse and beneficial impacts of the proposed project surrender and reasonable alternatives. The scoping process gathers input regarding the environmental impacts of the proposal. Specifically, FERC staff request comments on potential alternatives and impacts, as well as identification of any relevant information, studies, or analyses concerning effects on the quality of the human environment.

FERC has extended the comment period on the Scoping Document 1 for the Proposed Surrender, Decommissioning, and Non-Project use of Project Lands (NERF) to September 18, 2026 at 2 PM Pacific Time. Comments continue to be submitted, and organizational letters are posted on the District webpage.

FERC denied two late Motions to Intervene on PG&E's application for a surrender of license and non-project use of project lands for the Potter Valley Project No. 77-332.

Sonoma Water published a presentation on **Understanding the New Eel-Russian Facility: Modeling future water diversions** that can be found on YouTube:

<https://www.youtube.com/watch?v=okXsC29dZ3I>

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>

Financials & Member Contributions

IWPC is now providing more in-depth monthly financial reports after RRFC paid to have its Accountant work with IWPC staff. See the **attached** two pages for the July 31, 2026 statements.

As noted in the **attached** City of Ukiah August 19, 2026 Staff Report on IWPC contributions, the City is paying in 4 installments "with each installment contingent upon continued alignment between the City and IWPC regarding goals and objectives."

The Financial reports show Potter Valley Irrigation District has paid \$125,000 - its full budgeted contribution for FY 2026/27. RRFC has paid some of it's budgeted contribution of \$215,000 and (not shown) Redwood Valley County Water District has credit on the books.

At the May 2026 IWPC Meeting, RRFC proposed the **attached** conditions on its approval of the FY 2026-2027 budget.

(Continued...)

IWPC Executive Director Recruitment

The Ad Hoc Committee approved the final job posting which has now gone live and available at the link below. The 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. Resumes are being accepted on an ongoing basis until the position is filled with the first review scheduled for October 9, 2026. See the **attached** IWPC Staff Report.

<https://cpshr.us/recruitment/2658/>

IWPC – Expanding Storage Capacity at Lake Mendocino

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>

The focus at the August IWPC meeting was reviewing the results of evaluating alternative pathways to moving the project forward. The select **attached** slides review the alternatives, provide the Ad Hoc's recommended course of action, identify the need for IWPC to engage a Federal Lobbyist and the recommended process for doing so, which was approved by the Commission. The Ad Hoc met with lobbyists and developed a recommendation for the September 10, 2026 IWPC meeting. A verbal update will be provided during this meeting.

Potter Valley Water Supply Reliability Study

In December of 2021, the California Department of Water Resources (DWR) awarded Sonoma Water a grant that included a Water Reliability Study for the Potter Valley area. Sonoma Water and IWPC engaged Jacobs Engineering Group Inc. to conduct hydrogeologic investigations and assist Sonoma Water with developing model scenarios to evaluate water supply reliability and inform the Study. Pursuant to the grant program guidelines, certain costs were not eligible for reimbursement under the grant program rules. A Cooperative Agreement to Provide Funding for Overhead Services for the Study was proposed after the project completion, memorializing IWPC's commitment to pay for costs not covered by grant funding for work on the Study that exclusively benefited the Potter Valley area, amounting to \$67,280.82.

In July 2025, RRFC submitted a letter to IWPC that was read out into the record, noting among other issues that RRFC Board requires the Cooperative Agreement to Provide Funding for Overhead Services for Water Supply Reliability Study be finalized and approved by IWPC prior to RRFC financially contributing to the 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; presumably that will follow and upon payment, this issue will be finalized.

* * * *

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

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

IWPC Financial Accounts
August 2026

Savings Bank: IWPC account \$ 1,073* As of 7/4/2026

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

After July 2026 bills are paid, we will have \$99,892 in the PVP account and \$25,966 in the Operations account.

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—

County Water Agency—

PVID— Pd \$125,000 July

RRFCD—Pd \$84,000 June;

RVCWD—



IWPC BUDGET TO ACTUAL SUMMARY
FY 2026-27
As of 7/31/2026

Budget Category	IWPC Expenses Month Ended 7/31/2026	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	22,675	22,675	\$ 395,000	\$ 372,325	5.7%
Basic Operations	244	244	7,000	6,756	3.5%
Operations Subtotal	22,919	22,919	402,000	379,081	5.7%
Projects / Studies					
New Eel Russian Facility (NERF)	11,078	11,078	180,000	168,923	6.2%
Lake Mendocino Increased Storage Capacity	8,912	8,912	500,000	491,088	1.8%
Potter Valley Storage	-	-	418,000	418,000	0.0%
Projects Subtotal	19,990	19,990	1,098,000	1,078,011	1.8%
TOTALS	\$ 42,909	\$ 42,909	\$ 1,500,000	\$ 1,457,091	2.9%



IWPC OPERATIONS BUDGET TO ACTUAL DETAIL

FY 2026-27

As of 7/31/2026

Budget Line Item	IWPC Expenses Month Ended 7/31/2026	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)	1,278	1,278	\$ 25,200	\$ 23,923	5.1%
Exec. Director (0.6 FTE; incl expenses)	-	-	150,000	150,000	0.0%
MCIWPC General Counsel (Scott Shapiro)	21,398	21,398	71,500	50,103	29.9%
ERPA General Counsel (Scott Shapiro)	-	-	25,000	25,000	0.0%
Agency Engineer (Tom Johnson)	-	-	46,500	46,500	0.0%
Financial Planning (LWA)	-	-	46,800	46,800	0.0%
Grant writing	-	-	30,000	30,000	0.0%
Subtotals	\$ 22,675	\$ 22,675	\$ 395,000	\$ 372,325	5.7%
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	202	200	(2)	101.0%
Google Suite/Zoom	42	42	510	468	8.3%
Office supplies	-	-	500	500	0.0%
Misc./contingency	-	-	790	790	0.0%
Subtotals	\$ 244	\$ 244	\$ 7,000	\$ 6,756	3.5%
TOTALS	\$ 22,919	\$ 22,919	\$ 402,000	\$ 379,081	5.7%



IWPC PROJECTS BUDGET TO ACTUAL DETAIL

FY 2026-27

As of 7/31/2026

Budget Line Item	IWPC Expenses Month Ended 7/31/2026	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)	7,500	7,500	50,000	42,500	15.0%
Project Management (Tom Johnson)	3,578	3,578	70,000	66,423	5.1%
Lobbying - State (grants, SWRCB, PUC)	-	-	60,000	60,000	0.0%
Subtotals	11,078	11,078	180,000	168,923	6.2%
LAKE MENDOCINO INCREASED STORAGE CAPACITY					
Legal (Scott Shapiro)	-	-	50,000	50,000	0.0%
Project Management (LWA-Nagy / Tom Johnson)	398	398	80,000	79,603	0.5%
USACE led General Investigation (feasibility study)	8,515	8,515	250,000	241,486	3.4%
Lobbying - Federal (CVD, USBR, Permitting)	-	-	120,000	120,000	0.0%
Subtotals	8,912	8,912	500,000	491,088	1.8%
POTTER VALLEY STORAGE					
Project Management (Tom Johnson)	-	-	50,000	50,000	0.0%
Legal/Strategy (Scott Shapiro)	-	-	50,000	50,000	0.0%
PV Water Reliability Study by Jacobs	-	-	68,000	68,000	0.0%
(Grant Management reimbursement to SCWA)	-	-	250,000	250,000	0.0%
Consultants for PV Storage Studies (TBD)	-	-	-	-	-
Subtotals	-	-	418,000	418,000	0.0%
TOTALS	\$ 19,990	\$ 19,990	\$ 1,098,000	\$ 1,078,011	1.8%

IWPC Financial Accounts September 2026

Savings Bank: IWPC account \$ 990* As of 9/4/2026

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

After August 2026 bills are paid, we will have \$278,925 in the PVP account and \$23,602 in the Operations account.

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—



IWPC BUDGET TO ACTUAL SUMMARY **FY 2026-27** **As of 8/31/2026**

Budget Category	IWPC Expenses Month Ended 8/31/2026	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	9,570	32,245	\$ 395,000	\$ 362,755	8.2%
Basic Operations	126	371	7,000	6,629	5.3%
Operations Subtotal	9,697	32,616	402,000	369,384	8.1%
Projects / Studies					
New Eel Russian Facility (NERF)	17,173	28,250	180,000	151,750	15.7%
Lake Mendocino Increased Storage Capacit	11,235	20,147	500,000	479,853	4.0%
Potter Valley Storage	265	265	418,000	417,735	0.1%
Projects Subtotal	28,672	48,662	1,098,000	1,049,338	4.4%
TOTALS	\$ 38,369	\$ 81,278	\$ 1,500,000	\$ 1,418,722	5.4%



IWPC OPERATIONS BUDGET TO ACTUAL DETAIL

FY 2026-27

As of 8/31/2026

Budget Line Item	IWPC Expenses Month Ended 8/31/2026	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)	2,275	3,553	\$ 25,200	\$ 21,648	14.1%
Exec. Director (0.6 FTE; incl expenses)	-	-	150,000	150,000	0.0%
MCIWPC General Counsel (Scott Shapiro)	6,015	27,413	71,500	44,088	38.3%
ERPA General Counsel (Scott Shapiro)	674	674	25,000	24,326	2.7%
Agency Engineer (Tom Johnson)	-	-	46,500	46,500	0.0%
Financial Planning (LWA)	606	606	46,800	46,194	1.3%
Grant writing	-	-	30,000	30,000	0.0%
Subtotals	\$ 9,570	\$ 32,245	\$ 395,000	\$ 362,755	8.2%
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	42	84	510	426	16.5%
Office supplies	84	84	500	416	16.8%
Misc./contingency	-	-	790	790	0.0%
Subtotals	\$ 126	\$ 371	\$ 7,000	\$ 6,629	5.3%
TOTALS	\$ 9,697	\$ 32,616	\$ 402,000	\$ 369,384	8.1%



IWPC PROJECTS BUDGET TO ACTUAL DETAIL

FY 2026-27

As of 8/31/2026

Budget Line Item	IWPC Expenses Month Ended 8/31/2026	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)	10,680	18,180	50,000	31,820	36.4%
Project Management (Tom Johnson)	6,493	10,070	70,000	59,930	14.4%
Lobbying - State (grants, SWRCB, PUC)	-	-	60,000	60,000	0.0%
Subtotals	17,173	28,250	180,000	151,750	15.7%
LAKE MENDOCINO INCREASED STORAGE CAPACITY					
Legal (Scott Shapiro)	-	-	50,000	50,000	0.0%
Project Management (LWA-Nagy / Tom Johnson)	265	663	80,000	79,338	0.8%
USACE led General Investigation (feasibility study)	10,970	19,484	250,000	230,516	7.8%
Lobbying - Federal (CVD, USBR, Permitting)	-	-	120,000	120,000	0.0%
Subtotals	11,235	20,147	500,000	479,853	4.0%
POTTER VALLEY STORAGE					
Project Management (Tom Johnson)	-	-	50,000	50,000	0.0%
Legal/Strategy (Scott Shapiro)	-	-	50,000	50,000	0.0%
PV Water Reliability Study by Jacobs	-	-	-	-	-
(Grant Management reimbursement to SCWA)	-	-	68,000	68,000	0.0%
Consultants for PV Storage Studies (TBD)	265	265	250,000	249,735	0.1%
Subtotals	265	265	418,000	417,735	0.1%
TOTALS	\$ 28,672	\$ 48,662	\$ 1,098,000	\$ 1,049,338	4.4%



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of a Contribution of Up to \$215,000 to the Mendocino County Inland Water and Power Commission for Fiscal Year 2026–27 and a Corresponding Budget Amendment.

DEPARTMENT: Water Resources **PREPARED BY:** Jared Walker, Water Resources Director/UVWA
General Manager, Phil Williams, Legal Counsel
PRESENTER: Jared Walker, Water Resources Director

ATTACHMENTS:

None

Summary: Council will consider approving a financial contribution for fiscal year 2026-27 in the amount up to \$215,000 to the Mendocino County Inland Water and Power Commission (IWPC) for activities related to the Potter Valley Project, and approving the corresponding budget amendment.

Background: The Potter Valley Project (the "PVP"), a hydroelectric project, resulted in the diversion of Eel River water into the Russian River watershed throughout the year to produce electricity. These diversions also resulted in supplementing Russian River flows for over 100 years. These augmented flows have not only been used by water users throughout the basin, but also provided water that could be stored at Lake Mendocino by Sonoma Water and Russian River Flood Control for its contractors. PG&E, which owns the PVP, including the associated water rights, has filed an application with the Federal Energy Regulatory Commission ("FERC") to surrender and decommission the PVP. IWPC, and the City as a member of IWPC, are critical partners for the sustainable management of water in both the Eel and Russian River Basins following PG&E's surrender and decommissioning of the PVP.

Discussion: In its Surrender and Decommissioning Application to FERC, PG&E has included a proposal advanced by IWPC, the Round Valley Indian Tribes ("RVIT"), and Sonoma Water. The two basin solution, which the proposal anticipates and allows for, seeks to allow for continued Eel River water diversion into the Russian River and to improve Eel River fisheries. In the absence of the proposal, PG&E's decommissioning plan for the PVP would result in the removal of facilities that allow for water diversions into the Russian River, likely dramatically improving Eel River fishery health while cutting the Russian River off from a vital source of water. The two basin solution, and the partnership of state and local governments, tribes, and environmental NGOs, have labored to develop a proposal that improves the lives and health of all concerned across both basins.

For the Russian River community writ large, not only is the preservation of a diversion facility between the Eel and Russian Rivers crucial to our success, but, perhaps more importantly, Coyote Valley Dam ("CVD") must be modernized, to include raising it at least to its originally-authorized capacity of 240,000 acre-feet. Modernizing CVD is necessary not only to accommodate Eel River diversions at the time and amounts they will occur, but also to take better advantage of the watershed's natural production by increasing storage capacity to better manage through dry years.

This year's contribution is a significant increase over previous years' (the City's contribution last year was \$84,000). The IWPC Commissioners have asked the County of Mendocino, Russian River Flood Control District, and the City of Ukiah to contribute \$215,000, while Potter Valley Irrigation District and Redwood Valley

County Water District have been asked to contribute \$125,000 each. The City will pay the IWPC in four quarterly payments of \$53,750. This increase represents the need for IWPC to develop better management and decision-making, and engage more effectively at the state, local, and federal levels to secure a reliable source of water for the region. IWPC's budget increase, and the City's resulting increased contribution, reflect the decision to hire an Executive Director at 60% time, and federal and state lobbyists to help with legislation and funding to develop the new diversion facility and modernize Coyote Valley Dam. Preliminary analysis by IWPC anticipates that IWPC budgetary needs are only going to continue to accelerate and grow if Mendocino County is going to be successful in securing a sustainable water future in a post-PVP world, and the City Council should be aware that its contributions will likely therefore also continue to increase in the future.

Staff requests that Council approve a contribution of up to \$215,000 to the Mendocino County Inland Water and Power Commission (IWPC) for Fiscal Year 2026–27, payable in four quarterly installments of \$53,750, with each installment contingent upon continued alignment between the City and IWPC regarding goals and objectives; and approve a budget amendment of \$131,000 to alleviate the deficit between the originally budgeted \$84,000 contribution and the revised \$215,000 contribution request.

Recommended Action: Approve a contribution of up to \$215,000 to the Mendocino County Inland Water and Power Commission (IWPC) for Fiscal Year 2026–27, payable in four quarterly installments of \$53,750, with each installment contingent upon continued alignment between the City and IWPC regarding goals and objectives; and approve a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 82027110.52100 \$172,000

PROPOSED BUDGET AMOUNT: 82027110.52100 \$303,000

FINANCING SOURCE: Water Resources

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Phil Williams, Legal Counsel

STRATEGIC PLAN (SP): SP 1C - Encourage and support an environmentally sustainable and resilient community by embracing new technology, setting policy, and evaluating critical infrastructure.

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element.

Approved:


Sage Sangiacomo, City Manager

RRFC FY 26-27 Budget Approval Conditions

- **Monthly QuickBooks financial reports**
(following format of the IWPC budget. Beginning in June 2026)
 - **Consultant Tracking**
(reaffirmed scope of work, timelines, financials, etc. provided to Commissioners, as confidential materials where necessary, beginning within 3 months)
 - **Mid-year budget review**
(December or January agenda item)
 - **Multi- year budget development**
(Commission discussion on expectations for timeline and report outs from financial consultant)
 - **Executive Director recruitment**
(Commission appoint an ad hoc committee ASAP)
-
- **Reserve building**
by IWPC or by member agencies with commitment to IWPC
(Agenda item for Commission discussion July or August.)
 - **Financial audits**
(explore legal requirements and best practices)
 - **Contribution credit policy or agreement.**
(member agency contributions linked to benefits from projects)

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
Scott Shapiro, Agency Counsel
Abby Ackert, CPR HR, Recruiter

Date: September 10, 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.

Discussion: 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 now live and is 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/>

Our recruiter has requested pricing for paid advertising on the following websites and will select the job boards that are most reasonably priced for the volume and quality of audience and membership they reach. Most are 30-day postings, and the costs are included in their fees:

- California Special Districts Association
- Association of California Water Agencies
- California Rural Water Association
- Brown and Caldwell Water Jobs
- California Water Environment Association
- Floodplain Management Association
- Northern California Chapter of the American Public Works Association
- Sacramento area Chapter of the American Public Works Association
- Association of State Floodplain Managers
- National Association of Flood and Stormwater Management Agencies

The recruiter is compiling and refining a list of industry professionals from their database and other resources, including traditional and non-traditional potential candidates. For this recruitment, they will cast a fairly wide sourcing net. The Commission was clear that it does not necessarily need a water engineer or traditional utility operator; it needs someone who understands complex public-sector systems, can work with boards and elected officials, navigate politically sensitive issues, coordinate consultants and projects, and build relationships across agencies and stakeholder groups. A water background is ideal, but leadership, strategic thinking, and relationship management matter more. The recruiter will send an email advertisement for the position and will personally research additional potential candidates that may not be included on either list from comparable districts and agencies across CA.

In the coming weeks, the recruiter will conduct a targeted personal outreach campaign via phone, email, and LinkedIn to individuals on all relevant lists. They will do this through the first resume review date on October 9th. The next committee meeting has been scheduled for Oct. 1.

ALTERNATIVES

Alternative	Strengths	Challenges
Traditional Feasibility Study	Historical proven federal pathway	Dependent on federal funding, current study constraints limits possibility of success
Advanced Non-Federal Funding	Improved schedule	Greater local funding responsibility, current study constraints limits possibility of success
Section 203 Study	Greater local control	Greater local funding responsibility; limited precedent with a USACE dam
Congressional Authorization for Construction	Potentially accelerates construction	Congressional approval uncertainty; unknown USACE requirements
Transfer Lake Mendocino	Maximum local control	Significant long-term liability and financial commitment



RECOMMENDED COURSE OF ACTION

- Do not select a single preferred alternative today
- Narrow near-term work to three paths:
 - Section 203 Study
 - Traditional USACE Feasibility Study if funding becomes available
 - Congressional Authorization for Construction
- Use the next several months to resolve federal policy questions by securing a federal lobbyist
- Secure a state lobbyist to investigate state funding opportunities
- Preserve flexibility until federal funding and ASA-CW direction are clearer



NEED FOR A FEDERAL LOBBYIST

- Obtain recurring access to ASA-CW, USACE Headquarters, and potentially OMB
- Clarify how federal decision-makers would treat each viable path
- Support any legislative activity to advance water storage at Coyote Valley Dam including:
 - Construction Authorization
 - Study/Design Appropriations
 - Construction Appropriations
 - Addressing USACE policies to support advancement



RECOMMENDED PROCESS FOR SECURING A LOBBYIST

- Ad Hoc Committee evaluates a focused list of known qualified federal lobbyists
- Selection emphasizes USACE expertise, engagement with federal decision-makers, bipartisan relationships, lack of potential conflicts, and approach
- Ad Hoc Committee conducts interviews of top one or two candidates
- Ad Hoc Committee negotiates a proposed scope and fee with the preferred firm
- Commission reviews and approves the recommended firm and contract





SEPTEMBER IWPC MEETING

- Recommend a lobbyist
- Brief commission on next steps following lobbyist selection:
 - Developing lobbyist scope of support
 - Identifying outstanding policy questions and concerns for remaining options

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

STAFF REPORT

Agenda Item 7: CalPERS Retirement Contract Update

Monday, September 14, 2026

The Strategic Plan relevant priority is: **Governance and Operational Excellence** by fostering sustainable leadership and management of agency resources.

Background

At its July 6, 2026 Meeting, the District Board adopted Resolution #26-04 – Resolution of Intention to Approve and Amendment to the Contract Between the Board of Administration California Public Employees' Retirement System (CalPERS) and the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District.

This amendment is required to approve the 218 Agreement which offers Social Security coverage to eligible state and local government employees through a voluntary agreement between the state and Social Security Administration (SSA). Public agencies in California who wish to offer Social Security benefits in addition to a qualifying public retirement system must enter into a Section 218 Agreement. The District began offering Social Security benefits without the 218 Agreement and this corrective process, which began in 2021 will bring the District into compliance with the rules, laws, and/or procedures governing Social Security and Medicare tax withholding and reporting.

Recommendation

- Move to Approve the Amendment to Contract between the Board of Administration CA Public Employees' Retirement System (CalPERS);
and
- Move to Adopt Resolution #26-05 Authorizing an Amendment to the CalPERS Contract;
and
- Direct Staff to complete and submit the required paperwork.

Attachments

- CalPERS correspondence dated July 31, 2026
- Amendment to Contract Between the Board of Administration CalPERS and RRFC
- Resolution #26-05 Authorizing an Amendment to the Contract

* * * *

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



Elizabeth Salomone
General Manager
Mendocino County Russian River Flood Control
& Water Conservation Improvement District
304 N. State Street #2
Ukiah, CA, 95482

CalPERS ID: [REDACTED]

July 31, 2026

Dear Elizabeth Salomone,

Thank you for returning the Resolution of Intention to amend your CalPERS retirement contract to provide (2% @ 55 Supplemental formula) from (2% @ 55 Full formula) and (2% @ 62 Supplemental formula) from (2% @ 62 Full formula) for local miscellaneous members.

Also provided are the following documents necessary to complete the proposed amendment:

1. Amendment to Contract, two original sets.
2. Certification of Final Action of Governing Body, Form CON-5.

Your agency adopted the Resolution of Intention on July 21, 2026, therefore, the earliest date the final resolution may be adopted is August 10, 2026, pursuant to Government Code Section 20471. There are no exceptions to this law.

The effective date of this amendment may be as early as the day following the adoption of the final Resolution. Please insert the amendment effective date on the last page of the Amendment to Contract.

The following documents must be submitted through myCalPERS and the original documents must be returned to this office by mail. ORIGINAL SIGNATURES ARE REQUIRED ON ALL CONTRACTS.

1. Amendment to Contract, two original executed sets.
2. Resolution, Form CON-13.
3. Certification of Final Action of Governing Body, Form CON-5.

Please do not retype the Amendment to Contract and/or agreement documents. Only documents provided by this office will be accepted. If you have any questions with any of the documents, please contact this office prior to presenting to your governing body for adoption. Another contract amendment cannot be started until this amendment is completed or cancelled.

A copy of the contract will be returned for your records after it has been executed by CalPERS.

We are here to assist you. If you have any questions or would like additional information, please visit our website www.calpers.ca.gov, or you may contact us toll free at **888 CalPERS** or **(888-225-7377)**.

Sincerely,

Roselee Camacho

Roselee Camacho

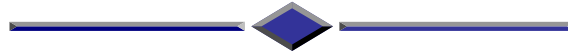
Pension Contracts Analyst

Financial Office | Pension Contracts & Prefunding Programs Division

RC:tp

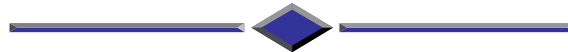


**California
Public Employees' Retirement System**



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Trustees
Mendocino County Russian River Flood Control
& Water Conservation Improvement District**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 19, 2009, and witnessed January 12, 2009, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 10 are hereby stricken from said contract as executed effective January 19, 2009, and hereby replaced by the following paragraphs numbered 1 through 12 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 19, 2009, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES AND;**
 - b. **MEMBERS OF THE GOVERNING BODY FIRST ELECTED OR APPOINTED PRIOR TO JULY 1, 1994. (Elected or appointed officials who are first elected or appointed on or after July 1, 1994 or to a term of office not consecutive with a term held on June 30, 1994 are excluded pursuant to Government Code Section 20322).**

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, provided therein for service on and after January 1, 2016, for members whose service has been included in Federal Social Security (2% at age 55 Full and Supplemental).
7. The percentage of final compensation to be provided for each year of credited prior and current service for new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law, provided therein for service on and after January 1, 2016, for members whose service has been included in Federal social Security (2% at age 62 Full and Supplemental).
8. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
9. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
10. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
11. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

12. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF TRUSTES
MENDOCINO COUNTY RUSSIAN
RIVER FLOOD CONTROL
AND WATER CONSERVATION
IMPROVEMENT DISTRICT

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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

**RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. 26-05

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Trustees of the Mendocino County Russian River Flood Control & Water conservation Improvement District entered into a contract effective on January 19, 2009, providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this _____ day of _____, _____.

Presiding Officer

Attest:

Clerk/Secretary

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

STAFF REPORT

**Agenda Item 8: Ukiah Valley Basin Groundwater Sustainability Agency Update
Monday, September 14, 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

The Ukiah Valley Groundwater Sustainability Agency (UVBGSA) was established through a Joint Powers Agreement effective May 10, 2017, among the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District (RRFC), and Upper Russian River Water Agency (URRWA). The Basin is a medium-priority basin under the Sustainable Groundwater Management Act (SGMA), and the UVBGSA serves as the Groundwater Sustainability Agency for the Ukiah Valley Basin.

The UVBGSA's Groundwater Sustainability Plan (GSP) was approved by the California Department of Water Resources (DWR) on July 27, 2023. The member agencies have continued to operate under the original JPA while gaining experience with governance, administration, groundwater management, and implementation of the GSP.

The Upper Russian River Watershed Authority withdrew from the JPA effective July 7, 2025. The Ukiah Valley Water Authority (UVWA) is eligible and desires to become a member of the UVBGSA. The original JPA requires amendments to be in writing and signed by all Members and requires unanimous consent for admission of a new member. The proposed Amended and Restated JPA therefore updates the governing agreement and replaces the former membership structure with UVWA as a member.

Discussion

The four member agencies are being asked to take coordinated action on three related documents:

1. Resolution approving the Amended and Restated JPA

The resolution is 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 also authorizes the appropriate official to execute the documents and take ministerial actions necessary to complete the transaction.

2. Amended and Restated Joint Powers Agreement

The proposed Amended and Restated Agreement supersedes the original 2017 Agreement in its entirety upon its effective date. The revised Agreement reflects the current membership and provides an updated framework for operation of the UVBGSA.

3. Technical Advisory Committee Memorandum of Understanding

This establishes the structure and operating framework for the UVBGSA Technical Advisory Committee (TAC.) The TAC is intended to provide technical information and recommendations to the Board regarding groundwater management policies and programs and the interaction between groundwater and surface water.

(continued...)

The Agreement will become effective after it has been approved and executed by all required member agencies. Following approval by each governing body, the executed documents should be returned to UVBGSA for compilation of the fully executed agreements. Each Member will ultimately receive an executed counterpart of the Agreement.

General Update

At its August 26, 2026 meeting, the Groundwater Sustainability Agency Board approved several Amended and Restated Governing Documents and received updates on the Groundwater Dependent Ecosystem and Interconnected Surface Water Study and development of the 2027 Periodic Evaluation. A new Strategic Plan was introduced to and adopted by the Board. The consent calendar included authorization for the General Manager (GM) to execute the Agreement with consultants to continue technical support to the Groundwater Sustainability Agency (GSA) and was approved by the Board. The GM provided reports on operations, future meeting calendars, financial reports, etc. Tribal engagement continues with a priority intent to have Tribal representative seats filled. See **attached** GSA Staff Reports on the Periodic Evaluation and the Groundwater Ecosystem and Interconnected Surface Water Study.

Recommendation

- Move to Adopt the Resolution Approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency;
and
- Move to Approve the Ukiah Valley Basin Groundwater Sustainability Agency Technical Advisory Committee Memorandum of Understanding;
and
- Move to Authorize Staff, Board President, and/or Legal Counsel to take any ministerial actions necessary to complete execution and transmit the fully executed documents to the Ukiah Valley Basin Groundwater Sustainability Agency.

Attachments

- DRAFT Resolution Approving the Amended and Restated JPA including Exhibit A: the DRAFT Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency
- DRAFT Technical Advisory Committee Memorandum of Understanding
- Ukiah Valley Basin GSA Periodic Evaluation and the Groundwater Ecosystem 8/26/26 staff report
- Ukiah Valley Basin GSA Interconnected Surface Water Study 8/26/26 staff report

Note: The Proposed Amended and Restated Joint Powers Agreement Redline Version is available at <https://rrfc.specialdistrict.org/2026-09-14-board-meeting>

* * * *

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

Resolution #25-06
**of the Mendocino County Russian River Flood Control &
Water Conservation Improvement District**
**Approving the Amended and Restated Joint Powers Agreement
of the Ukiah Valley Basin Groundwater Sustainability Agency**

WHEREAS, the Mendocino County Russian River Flood Control & Water Conservation Improvement District (District) is an Independent Special District duly organized and existing under the laws of the State of California; and

WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., authorized two or more public agencies, by agreement, to jointly exercise any power common to the contracting agencies; and

WHEREAS, the County of Mendocino, City of Ukiah, Mendocino County Russian River Flood Control and Water Conservation Improvement District, and Upper Russian River Water Agency entered into the Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017 (“Original Agreement”); and

WHEREAS, the Original Agreement established the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”) as a separate public agency to serve as the groundwater sustainability agency for the Ukiah Valley Groundwater Basin and to exercise the powers authorized by the Sustainable Groundwater Management Act; and

WHEREAS, the District is a member agency of the UVBGSA and a party to the Original Agreement; and

WHEREAS, the Ukiah Valley Water Authority is eligible to become a Member of the UVBGSA and desires to enter into the Amended and Restated Agreement as a member and party thereto; and

WHEREAS, the Upper Russian River Water Agency submitted written notice of its withdrawal from the UVBGSA, effective July 7, 2025; and

WHEREAS, the UVBGSA and its member agencies desire to amend and restate the Original Agreement to reflect the withdrawal of the Upper Russian River Water Agency, the addition of the Ukiah Valley Water Authority as a member, the UVBGSA’s operational and fiscal experience, current governance procedures, and other updates concerning the administration and operation of the UVBGSA; and

WHEREAS, Article 18.4 of the Original Agreement provides that an amendment must be set forth in writing and signed by all Members before it becomes operative or valid; and

A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of Mendocino County Russian River Flood Control & Water Conservation Improvement District, 304 N. State St, #2, Ukiah, CA 95482.

WHEREAS, Article 6.2 of the Original Agreement provides that an additional public agency may become a member agency of the UVBGSA upon the unanimous consent of the existing Members, evidenced by a written amendment signed by all existing member agencies and the additional public agency; and

WHEREAS, on August 13, 2026, the UVBGSA Board of Directors adopted Resolution No. 2026-03 approving the proposed Amended and Restated Joint Powers Agreement and directing UVBGSA staff to transmit it to the Members for consideration and approval by their respective governing bodies; and

WHEREAS, the proposed Amended and Restated Agreement is attached as **Exhibit A**, incorporated herein by this reference; and

WHEREAS, the District has reviewed the Amended and Restated Agreement and desires to approve and authorize its execution on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Russian River Flood Control & Water Conservation Improvement District as follows:

1. All recitals are true and correct.
2. The Mendocino County Russian River Flood Control & Water Conservation Improvement District Board hereby approves the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, substantially in the form attached hereto as Exhibit B.
3. The Mendocino County Russian River Flood Control & Water Conservation Improvement District Board further approves the Ukiah Valley Water Authority's admission to and participation in the UVBGSA as a member agency and consents to the Ukiah Valley Water Authority becoming a party to the Amended and Restated Agreement.
4. The General Manager of the District is hereby authorized and directed to execute the Amended and Restated Agreement on behalf of the Agency.
5. The General Manager of the District is further authorized to approve and execute any nonmaterial revisions to the Amended and Restated Agreement that: (i) are approved as to form by District counsel; (ii) are necessary to conform the execution copies approved by the other member agencies; and (iii) do not materially alter the rights or obligations of the District.

6. The General Manager, District Legal Counsel, and other appropriate officers and employees of the District are authorized and directed to execute any additional documents and take any ministerial actions reasonably necessary to carry out the purposes of this Resolution and implement the Amended and Restated Agreement.
7. The Mendocino County Russian River Flood Control & Water Conservation Improvement District Board finds that its approval and authorization of the Amended and Restated Agreement is not a “project” subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15378(b)(5), because the action constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.
8. The approval granted by this Resolution shall be effective immediately. The Amended and Restated Agreement shall become effective in accordance with its terms after it has been approved and executed by all required member agencies.

ADOPTED by the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District on 14th day of September, 2026 by the following vote:

John Reardan	Yes / No / Abstain / Absent
Dave Koball	Yes / No / Abstain / Absent
John Bailey	Yes / No / Abstain / Absent
Tyler Rodrigue	Yes / No / Abstain / Absent
Christopher Watt	Yes / No / Abstain / Absent

Signed: _____

Christopher Watt, President

Attest: _____

Elizabeth Salomone, General Manager

**Amended and Restated
Joint Powers Agreement of the Ukiah Valley Basin
Groundwater Sustainability Agency**

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into by and among the Ukiah Valley Water Authority (“UVWA”), a joint powers authority; the City of Ukiah, a municipal corporation; 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 referred to herein individually as a “Member” and collectively as “Members,” under which the Members agree to jointly exercise the powers of the Ukiah Valley Basin Groundwater Sustainability Agency. This Agreement 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.

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 § 4999), Part 5.1 (commencing with § 5100) and Part 5.2 (commencing with § 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.

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.

F. Section 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.

G. The Ukiah Valley basin (designated basin number 1-52 in Bulletin 118; “Basin”) is designated as a medium-priority basin.

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

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

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.

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

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” means the Agency’s Board of Directors that shall serve as the governing body of the Agency pursuant to Article 7 of this Agreement.

1.6. “Committee” shall mean any committee established pursuant to Article 11 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.

1.10. “General Manager” means the individual appointed to pursuant to Article 13.1 of this Agreement.

1.11. “GSA” shall mean a groundwater sustainability agency.

1.12. “GSP” shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023.

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.

1.14. “Special Project” means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.15. “Stakeholder Director” means a stakeholder within the Basin appointed pursuant to Article 7 of this Agreement.

ARTICLE 2 ADOPTION OF THIS AGREEMENT AND AGENCY BOUNDARIES

2.1. Upon the 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. 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 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. The purpose of the Agency is to (a) develop and implement 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 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.

5.2.2 To develop and implement the GSP pursuant to SGMA.

5.2.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and development and implementation of the GSP.

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

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.

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.

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 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 Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending Agency meetings or any committee of the Agency in performing the duties of their office, subject to 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 implementation of the GSP, 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 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. 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.

6.2. New Members. Additional 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, (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. The Board shall be composed of six (6) Directors consisting of the following representatives:

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: (1) be a resident of 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. 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 7 Tribes exercising jurisdiction over Indian lands within the Basin identified as Redwood Valley Rancheria, Coyote

Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation.

7.2. Duties of the 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, except as may be expressly delegated to the General Manager or others pursuant to this Agreement, the Agency's Bylaws, including as amended, or by specific action of the 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 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) Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the 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 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.

7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also nominate one (1) Alternate Director to the Board. 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). Alternate Directors shall have no 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. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. If the Director is not present, the Alternate Director shall be entitled to participate in all respects as a Director.

7.4. Terms of Office. The term of office for each Director two (2) years. Each Director shall serve at the pleasure of the appointing Member and may be removed from the Board by the appointing members at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director, pursuant to 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.

7.5. Removal of Directors. Directors and Alternate Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A Director that no longer meets the qualifications set forth in section 7.1 is automatically removed from the Agency 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 Director, the Alternate Director shall serve as a Director until a new Director is appointed by the Member. Members must submit any changes in Director or Alternate Director positions to the Chair or General Manager in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

7.6. Vacancies. A vacancy on the Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in 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 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 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 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the Board or 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.

7.7. Adjustment to Composition of the 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 Board to accurately reflect groundwater production within the boundaries of the authority.

ARTICLE 8 AGENCY MEETINGS

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.

8.2. Conduct. All meetings of the Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Directors and Alternate 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 9.1.

8.3. Local Conflict of Interest Code. The 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 VOTING

9.1. Quorum. A majority of the members appearing in person at a meeting of the 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 Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board shall require the affirmative vote of a simple majority of all Directors 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 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.

ARTICLE 10 OFFICERS

10.1. Officers. The Board shall select a Chairman, Vice-Chairman, and any other officers as determined necessary by the 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 shall keep minutes of all meetings of the Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board.

10.1.4 All Officers shall be chosen at the first 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.

ARTICLE 11 COMMITTEE FORMATION

11.1. Internal Committee Formation. There shall be established such internal committees as the 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, and shall make recommendations to the Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The 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 Basin. The Board shall encourage the active involvement of the advisory committee(s) during the development and implementation of the GSP. The Board will ensure

that at least one (1) member from the 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 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 the Agricultural Stakeholder Director and the Tribal Stakeholder Director. The technical advisory committee shall meet as directed by the Board and shall make recommendations to the 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.

ARTICLE 12 TREASURER AND LEGAL COUNSEL

12.1. Treasurer. The Agency's Treasurer role shall be performed in accordance with Article 6.2 of the Bylaws, including as it may be amended from time to time.

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

ARTICLE 13 GENERAL MANAGER

13.1. Appointment. The Board may hire a General Manager who shall be compensated for his or her services, as determined by the Board. The General Manager may, though need not be, an officer, employee or representative of one of the Members.

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

13.3. Term and Termination. The General Manager shall serve until he/she resigns or the Board terminates his/her appointment.

13.4. Staff. The 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. 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 Approval. The 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 Board, and thereafter prior to the commencement of each fiscal year, the 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. The Agency may also be funded through additional voluntary contributions by all Members.

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 Article 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 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. 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.

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:
15 I 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
Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482

18.3. Bylaws. The Agency shall 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]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

COUNTY OF MENDOCINO

By: _____

Name: _____

Title: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST

[Name]

By: _____

Date: _____

**COUNTY COUNSEL REVIEW
APPROVED AS TO FORM**

By: _____

Name: _____

I hereby certify that according to the provisions of Government Code Section 25103, Deliver of this document has been made.

[NAME], Clerk of said Board

By: _____

Date: _____

DEPARTMENT FISCAL REVIEW

By: _____
DEPARTMENT HEAD

FISCAL REVIEW

By: _____
Deputy CEO/Fiscal

**INSURANCE REVIEW:
RISK MANAGER**

By: _____
[Name]
RISK MANAGER

**EXECUTIVE REVIEW:
APPROVAL RECOMMENDED**

By: _____
[Name]
CHIEF EXECUTIVE OFFICER

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

CITY OF UKIAH

By: _____

Date: _____

Name: _____

By: _____

Title: _____

ATTEST

By: _____

Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

Russian River Flood Control and Water Conservation Improvement District

By: _____

Date: _____

Name: _____

Title: _____

DRAFT

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

Ukiah Valley Water Authority

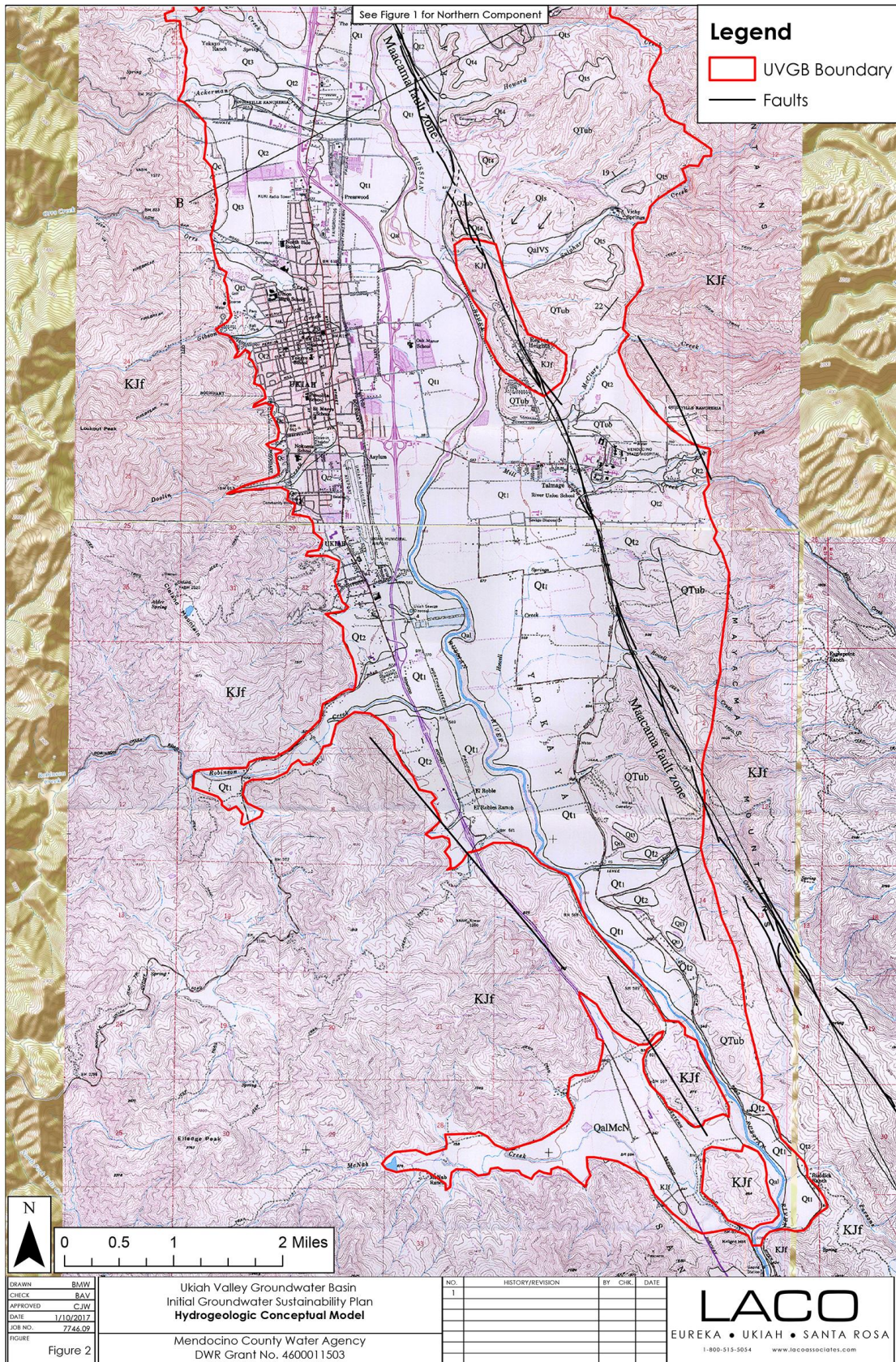
By: _____

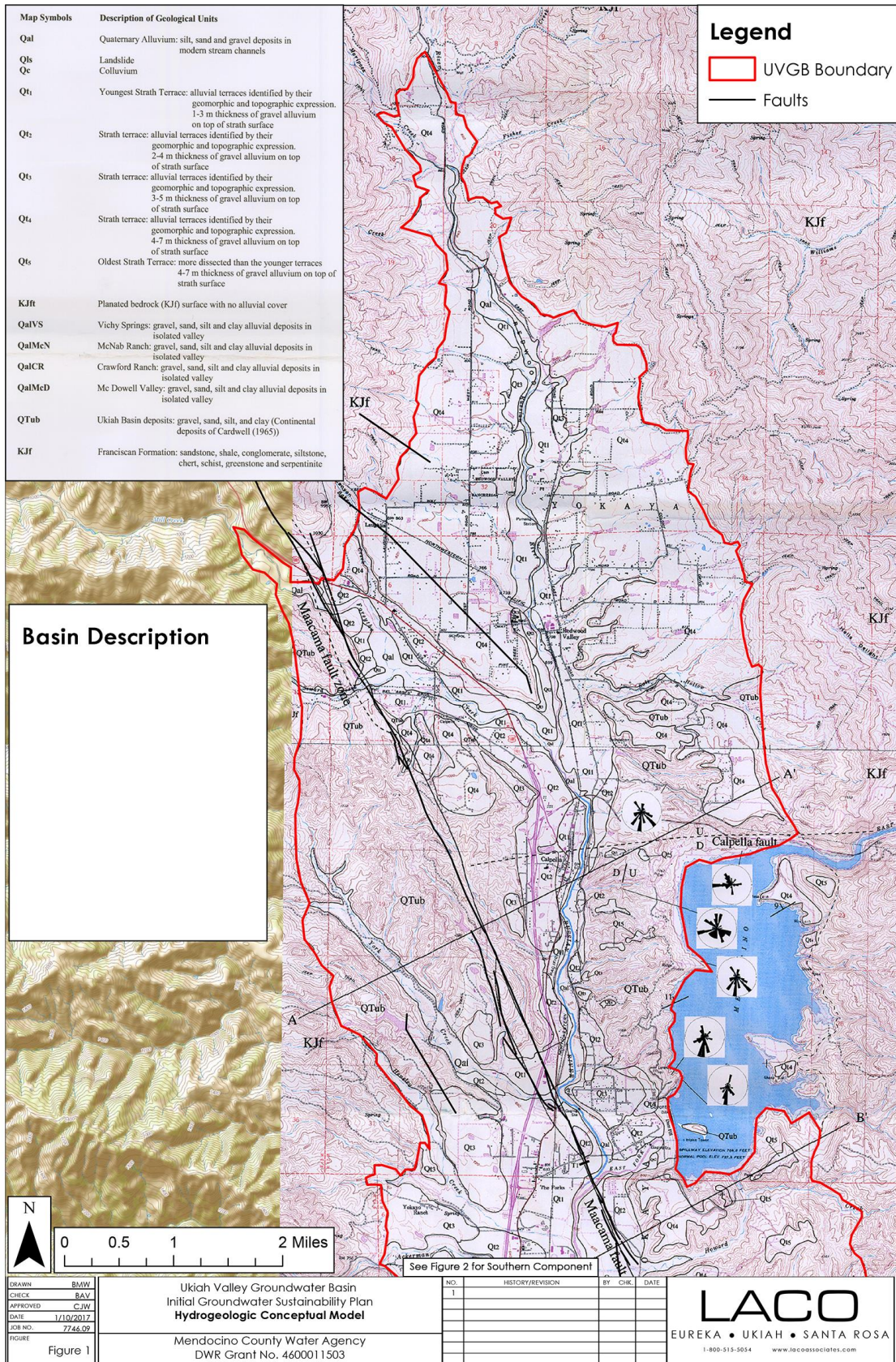
Date: _____

Name: _____

Title: _____

DRAFT





**MEMORANDUM OF UNDERSTANDING
UKIAH VALLEY BASIN TECHNICAL ADVISORY COMMITTEE
TO THE GROUNDWATER SUSTAINABILITY AGENCY**

This Memorandum of Understanding (“MOU”) effective January 1, 2027, is entered into by and among the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”), the Ukiah Valley Water Authority (“UVWA”), the County of Mendocino, the City of Ukiah, and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”). The entities entering this MOU, and any entities subsequently added under section 3.2, are each an individual “Party” and collectively are “Parties.”

RECITALS

A. In 2014, the California Legislature passed the Sustainable Groundwater Management Act (“SGMA”), Water Code sections 10720-10737.8.

B. The UVBGSA is a joint powers authority comprised of representatives of the County of Mendocino, the City of Ukiah, the Ukiah Valley Water Authority, and the Russian River Flood Control and Water Conservation Improvement District, all of which are local agencies with land use or water supply responsibilities within the Ukiah Valley Groundwater Basin (Department of Water Resources B-118 Basin No. 1-052) (the “Basin”). The UVBGSA has been designated as the exclusive groundwater sustainability agency for the Basin. Additionally, the board has one Agricultural Director and one Tribal Director seat.

C. Ukiah Valley Basin Technical Advisory Committee (“TAC”) members are stakeholders with technical expertise and knowledge regarding management of Basin groundwater and related surface water resources. Through the formation of the TAC, these Parties will assist the UVBGSA in support of its SGMA obligations and efforts to develop sustainable groundwater management in the Basin.

D. The Parties, by and through their respective governing boards, have determined that it would be mutually beneficial to participate in the TAC and this MOU, with their participation guided by the following principles:

i. Sustainable groundwater management can be achieved through coordinated management of Basin groundwater and related surface water supplies.

ii. Regional actions that leverage available resources for compliance with SGMA and water rights regulations can be achieved and will result in a more efficient and effective response to water reliability issues in the Upper Russian River watershed.

iii. As directed by the UVBGSA governing board, the TAC will cooperate in the development of a common scientific understanding of the processes of interaction between groundwater in the Basin and surface water.

In consideration of these recitals and the mutual agreement in this MOU, the Parties agree as follows:

AGREEMENT

1. Purpose and Authority. The purpose of the TAC is to provide information and recommendations to the UVBGSA Board of Directors regarding the development and preparation of groundwater management policies and programs, and information regarding the interaction of surface water in the Basin.

The TAC will have authority to make recommendations on the following actions:

- Assess present groundwater conditions in the Basin.
 - Provide review, comments and recommendations to the UVBGSA regarding technical data and analyses for SGMA implementation in the Basin and its interaction with surface water supplies.
 - Provide review, comments and recommendations regarding the Basin Groundwater Sustainability Plan that the UVBGSA will prepare.
 - Provide a forum to share technical information and coordinate various activities by the Parties that could affect water resource management in the Basin and Upper Russian River watershed.
 - Identify and develop water management concepts of mutual interest for consideration by the UVBGSA governing board.
 - Coordinate and partner for grant funding opportunities related to surface and groundwater interaction and management.
 - Review and provide comments and recommendations on other items referred to the TAC by the UVBGSA Board of Directors, or on other matters of mutual interest to the UVBGSA, the TAC or the Parties.
2. Process of Recommendation by the TAC to the Board of Directors. The Parties agree that the TAC will strive for consensus in all of its decision making activities. The Parties agree that working toward stakeholder consensus is a fundamental principle of the TAC and this MOU. The TAC is consensus seeking but shall not limit itself to strict consensus if 100% agreement among all representatives cannot be reached after all interests and options have been thoroughly identified, explored, and discussed. When unable to reach consensus on advice or recommendations, the Committee will outline the areas in which it does not agree, providing some explanation of both majority and minority viewpoints in its recommendation reports that inform Board decision-making.

In order to conduct business (e.g. make and advance a recommendation to the Board), a quorum of the TAC must be present. A super majority of the total number of TAC members, present at a meeting in person, constitutes a quorum.

The TAC serves strictly in an advisory capacity and does not have independent decision-making authority.

Board Direction to TAC

The Board of Directors may direct the TAC to review and provide recommendations on specific technical or policy matters. Such direction shall be communicated through:

- Formal Board action; or
- The General Manager or designee.

The TAC shall respond to Board directives within a reasonable timeframe and provide written recommendations as appropriate.

3. Committee Governance.

3.1. Membership. The TAC will consist of the following members:

- One regular and one alternate member from each of the UVBGSA Members: County of Mendocino, City of Ukiah, Ukiah Valley Water Authority, Russian River Flood Control and Water Conservation Improvement District.
- One regular and one alternate member representing the interests of the Agricultural Stakeholder Director.
- One regular and one alternate member representing the interests of the Tribal Stakeholder Director.
- One regular member and one alternate member representing each entity added to the MOU pursuant to section 3.2, to be appointed by that entity's governing board.

Each regular member and each alternate member will serve at the pleasure of the appointing entity and each may be removed and replaced at any time by the appointing entity's governing board, with a replacement designated by notice to the Parties.

TAC members shall serve until replaced by the appointing authority.

Committee Roles for Chair and Vice-Chair

The TAC shall annually elect a Chair and Vice-Chair.

The Chair shall:

Preside over meetings;

Coordinate with staff on agenda development;
Serve as liaison to the Board.
The Vice-Chair shall act in the absence of the Chair.

Staff Support

The General Manager (or designee) shall provide administrative and technical support to the TAC.

Ad Hoc Committees

The TAC may establish ad hoc working groups, subject to coordination with the Chair and General Manager, to address specific technical issues.

Ad hoc groups shall be temporary and advisory in nature; Participation may include non-TAC subject matter experts; Ad hoc groups shall report findings back to the TAC.

- 3.2. Addition of Parties. Additional parties may become a Party through TAC member agreement and recommendation for action by the Board of Directors.
- 3.3. Withdrawal of Parties. A Party may withdraw from the MOU or be removed from the MOU by: (a) unanimous action by the other Parties' governing boards, or (b) written notice to the other Parties from the governing board of the Party leaving the MOU. Additionally, a TAC member may be removed if they miss more than three consecutive meetings.
- 3.4. Meetings, Notice and Brown Act Compliance. The TAC meetings will comply with the Ralph M. Brown Act (Government Code, §§ 54950-54963 (the "Brown Act")). The Committee will hold its first meeting as directed by the Board of Directors. The time, place and manner of holding meetings will be prescribed by the TAC and announced by email to the TAC and all interested parties. The TAC will hold meetings as frequently as directed by the Board of Directors. Special TAC meetings may be called by the TAC members, provided that notification to the public is made in accordance with the Brown Act.
- 3.5. Compensation. Regular TAC members shall be compensated as provided in Article 5.2.14 of the Joint Powers Agreement of the UVBGSA, including as amended.
- 3.6. Rules. Subject to approval by the Board of Directors in accordance with the Brown Act, the TAC may adopt such other rules as it may deem necessary for the transaction of its business.
4. Termination. This MOU will be effective as of the effective date above and will remain in effect until terminated by a majority vote by the UVBGSA Board of Directors, or a unanimous vote of the TAC members.
5. Additional Matters of Mutual Interest. The following activities have been identified as additional matters of mutual interest to the Parties. The TAC may add, remove or modify this list at any time without amending this MOU.

- United States Geological Survey Russian River Watershed study/coupled surface water/groundwater model development.
- Data sharing and collaboration to support an update of Upper Russian River/Lake Mendocino reliability study.
- Coordination of monitoring programs that will be used to support implementation of SGMA.
- Improved water management and forecast informed reservoir operations for Lake Mendocino.
- Evaluation of new water supply projects (e.g., recycled water, conjunctive use programs) that are aligned with the purposes and goals of SGMA and that will improve Upper Russian River/Lake Mendocino water supply reliability.
- Promotion of conservation and water use efficiency to promote water supply resiliency.
- Pursuing Upper Russian River drought contingency plans to reduce impacts of water shortages.
- Collaboration and coordination related to Potter Valley Project relicensing process.
- Coordination to jointly pursue funding opportunities to support initiatives of mutual interest.

6. General Provisions.

- 6.1. Joint Authorship and Interpretation. This MOU will be deemed to have been prepared equally by all of the Parties, so its terms, individually and as a whole, will not be interpreted against any Party on the grounds that a Party prepared those terms.
- 6.2. Amendment. This MOU may be amended as circumstances necessitate by a written amendment executed by representatives of all of the Parties.
- 6.3. Compliance with Laws. Each Party will comply with all laws, regulations, orders and other legal obligations applicable to its actions under this MOU.
- 6.4. Notices. All notices given by a Party under this MOU will be deemed to have been given and received by another Party: (a) immediately upon personal delivery; (b) three business days after the notice is deposited in the U.S. mail, with adequate first-class postage prepaid; or (c) the business day following facsimile or e-mail transmission, with return receipt requested and received. The following are the Parties' representatives and contact information for purposes of notices under this MOU:

UVBGSA

501 Low Gap Rd., Room 1010
Ukiah, CA 95482

UVWA

300 Seminary Ave
Ukiah, CA 95482

COUNTY OF MENDOCINO

501 Low Gap Road
Ukiah, CA 95482

CITY OF UKIAH

300 Seminary Ave
Ukiah, CA 95482

RRFC

PO Box 2104
Ukiah, CA 95482

Any Party may change its above referenced representative or contact information by notifying the other Parties of the change.

6.5. Legal Capacity and Signatures. Each individual executing this MOU as a Party's representative represents that he or she has the legal authority to do so on that Party's behalf. This MOU and any amendments may be signed in counterparts and by facsimile or PDF signatures.

6.6. No Commitment to Actions with Environmental Impacts. The Parties do not intend to make, and nothing in this MOU makes, any commitment to any action that could cause a physical change in the environment. To the extent there is any dispute about whether any term of this MOU represents a commitment to such an action, that term will be interpreted as not involving such a commitment. No Party subject to the California Environmental Quality Act (Public Resources Code §§ 21000-21189.3 ("CEQA")) will make a commitment to any such action before conducting and completing any environmental analysis required by CEQA.

6.7. Integration. This MOU states the Parties' entire agreement concerning its subject matter and incorporates and supersedes any prior agreements, representations, negotiations or understandings concerning that subject matter.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date of the last signature.

UVBGSA:

By: _____

Name: _____

Title: _____

Date: _____

UVWA:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MENDOCINO:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF UKIAH:

By: _____

Name: _____

Title: _____

Date: _____

RRFC:

By: _____

Name: Christopher Watt

Title: Board President

Date: _____



**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

STAFF REPORT

SUBJECT:Receive Update on the Ukiah Valley Groundwater Sustainability Agency's Groundwater Sustainability Plan 2027 Periodic Evaluation.

PREPARED BY: Audra Bardsley, Sr. Scientist, LWA

PRESENTER: Audra Bardsley, Sr. Scientist, LWA

ATTACHMENTS:

None

Summary:The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGA) will receive a status update on preparation of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) Periodic Evaluation (PE), which is required to be submitted to the Department of Water Resources (DWR) by January 28, 2027. Recent efforts have focused on coordination with DWR and continued development of the PE consistent with the approach presented at the July 10, 2026, joint Board and Technical Advisory Committee meeting. This update is informational only; no action is requested.

Background: The Sustainable Groundwater Management Act (SGMA) requires groundwater sustainability agencies to submit a Periodic Evaluation at least every five years following initial GSP submittal for approved plans. The Ukiah Valley Basin GSP was submitted in January 2022 and approved by DWR in July 2023, requiring the first PE to be submitted by January 28, 2027. At the July 10, 2026, joint Board and TAC meeting, the Board reviewed the proposed PE approach, document structure, schedule, and strategy for addressing DWR's Recommended Corrective Actions and additional recommendations.

Discussion: Following the July 10, 2026, joint meeting, GSA staff and the technical team met with DWR staff to discuss the proposed PE approach and planned responses to DWR's Recommended Corrective Actions. DWR staff noted that they cannot formally approve a proposed approach in advance of PE submittal but expressed appreciation for the organization and technical thought reflected in the materials presented. DWR also affirmed that adaptive management is expected as additional data become available and data quality is evaluated and noted the importance of documenting updates and providing clear technical justification for decisions reflected in the PE.

The technical team is continuing development of the PE in accordance with the schedule presented at the July 10 joint meeting. Current efforts include preparation of draft PE sections, incorporation of updated technical information, and continued development of documentation addressing DWR's Recommended Corrective Actions and additional recommendations.

Recommended Action: Receive update from the technical team on preparation of the 2027 Groundwater Sustainability Plan Periodic Evaluation.



**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

STAFF REPORT

SUBJECT: Receive Update on the Ukiah Valley Basin Sustainability Agency's Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study.

PREPARED BY: Audra Bardsley, Sr. Scientist, LWA

PRESENTER: Audra Bardsley, Senior Scientist, LWA

ATTACHMENTS:

None

Summary: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGA) will receive an update on the Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study, with emphasis on progress made since the June 11, 2026, Board of Directors meeting. Recent activities have focused on advancing field data collection efforts and expanding study participation. This update is informational only; no action is requested.

Background: The Upper Russian River GDE and ISW Study is being implemented by the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) with funding from the California Department of Fish and Wildlife under Grant No. Q2496105. The study is intended to improve understanding of groundwater-surface water interactions and groundwater dependent ecosystems.

Discussion: Since the June 2026 Board update, the study has progressed into active field data collection. The biological monitoring team conducted fish surveys during the week of June 15, 2026, and additional environmental tracer samples were collected on June 15 and July 3, 2026. These efforts are helping develop the hydrologic and ecological datasets needed to characterize groundwater-surface water interactions throughout the study area.

Landowner engagement has also continued to advance. The project team recently secured a land access agreement with a landowner along Robinson Creek, representing a third high-priority tributary included in the study. The site was visited on July 3, 2026, for reconnaissance and sample collection activities.

The study remains on schedule. Upcoming work will focus on continued field monitoring and sensor installation, additional data collection and analysis, and coordination with participating landowners and partner agencies.

Recommended Action: Receive update from staff and consultants on the Upper Russian River Groundwater Dependent Ecosystem and Interconnected Surface Water Study.

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

General Manager's Report for August 2026
Presented at Regular Meeting of Monday, September 14, 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-PG&E Drought Working Group (DWG): The DWG met to review the storage forecast. It is projected that the minimum instream flow for the East Branch Russian River would continue at 25 cfs until October 1st, then drop to 5 cfs for the remainder of the variance period. The variance ends when storage in Lake Pillsbury is greater than 36,000 ac feet after October 1st. Modeling was provided for two scenarios: (1) reducing from 25 cfs to 5 cfs on October 1st, and (2) reducing from 25 cfs to 5 cfs on September 1st. PG&E is recommending maintaining status quo at this time. Temperature profiles are significantly cooler than in 2025, due to the earlier approval of the flow variance. Current and past reports available on District website:

<https://rrfc.specialdistrict.org/current-pg-e-potter-valley-project-operations>

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-LAFCo Application for Annexation of Redwood Valley County Water District's service area: The Local Agency Formation Commission (LAFCo) has tentatively scheduled the Public Hearing to consider approval of the application for Monday, October 5, 2026. Further information was requested by and provided to LAFCo staff. Two informational videos on the project were developed by the District and posted on the webpage. More information can be found on the District's website: <https://rrfc.specialdistrict.org/proposed-annexation-of-redwood-valley-county-water-district-2025-2026>

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 met and received a presentation by Sonoma Water on a comparison of hydrologic models in effort to develop a methodology to determine when the 10k acre feet reserve in Lake Mendocino for water rights in Sonoma County is being used. More information on the District's webpage: <https://rrfc.specialdistrict.org/upper-russian-river-voluntary-water-sharing-program>

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

(Continued...)

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.)

2-State Water Resources Control Board (SWRCB) Funded Telemetry Pilot: New equipment continues to be installed and monitored.

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) Voices from the Field - El Niño, Explained with Dr. Daniel Swain.

2-Board of Trustees: Three seats expire in early December 2026. Two Trustees were able to file and because the number of candidates did not exceed the open seats they were appointed in lieu of an election. One Trustee was unable to file during the time required and indicated they will be seeking appointment by the Board of Supervisors as allowed. See **attached** notice from the County of Mendocino.

Community Meetings

Upper Russian River Water Manager's Meeting via zoom (7/30/26): Updates were provided on Reservoir/water supply/FIRO summer conditions update (Nick Malasage, U.S. Army Corps of Engineers), Mussel prevention program update (Hailey Norman, Sonoma Water), Lake Mendocino/CVD modernization update (Eric Nagy/ IWPC), Lake Sonoma FIRO outlet update (Don Seymour, Sonoma Water), Water sharing program update (Beth Salomone, RRFC), Eel Russian River Project Authority update (David Manning, ERPA), Government affairs update (Mark Fenstermaker, State and Sara Tucker, Federal). Next meeting in December 2026.

Ukiah Valley Water Authority (8/6/26): An update from Carollo Engineers on Application for SAFER Planning Grant Application was given. The State Water Resources Control Board staff provided a presentation on the SAFER Program & Application. They acknowledged the excellent work done locally in advancing efforts and the wonderful collaboration they have experienced. SWRCB staff was asked how many of the Water Authority members would have to consolidate to receive SAFER program funding and responded that while decisions are mostly left to local decision makers, fewer governing bodies are expected. A presentation developed by Sonoma Water on the Eel to Russian River modeling after decommissioning of the Potter Valley Project was given as a segue to further discussion of the Water Authority joining the Inland Water & Power Commission. Though no vote was taken, consensus was supportive and staff were given direction. Staff provided an update on the annual budgets and followed up with questions posed regarding the rate study. Staff gave updates on operations and the next meeting was confirmed for September 3, 2026.

Eel Russian Project Authority (ERPA) (8/6/26): The Board approved the FY 26-27 budget. Sonoma Water staff presented results of the NERF water diversion modeling analysis. Staff provided an update that the CA Department of Fish and Wildlife grant funding includes money for an Inland Water & Power Commission (IWPC) led study and installation of test production wells in Potter Valley as well as money for the IWPC efforts to increase storage capacity at Lake Mendocino. ERPA is applying to Coastal Conservancy for Prop 4 money and continuing to seek financial support from federal government. The next expected update from FERC will be a notice when the formal NEPA review begins, though not required to provide status updates.

(Continued...)

A public review period will be held on the draft document, when ready. Round Valley Indian Tribes Representative James Russ noted the Tribe is willing to support the work on increasing storage capacity at Lake Mendocino and other [Russian River] projects. The Executive Director's report included several updates. (1) Progress report on the revenue strategy to determine feasible approaches to pay for capital costs, bond financing costs, and ongoing maintenance and operation costs of the New Eel-Russian Facility (NERF.) (2) ERPA's response to FERC's NEPA Scoping Document. (3) NERF engineering design update. (4) CEQA process for NERF.

Mendocino County Inland Water & Power Commission (8/13/26): Chair Pauli provided an update on Eel River Water Importation issues. A presentation on progress in the effort to increase storage capacity at Lake Mendocino was given including alternative pathways. The Ad Hoc committee is recommending engaging a Federal lobbyist on behalf of IWPC. The Executive Director Recruitment Ad Hoc committee reviewed its written report and the Marketing & Public Education Ad Hoc reviewed recent and upcoming activities. Legal Counsel noted the updated Joint Powers Agency document update is being drafted that would provide a clear pathway for Ukiah Valley Water Authority to replace Redwood Valley on the Commission. It was noted that the CA Dept of Fish and Wildlife grant funding allocates \$500,000 to Potter Valley Storage Development. Chair Pauli noted she and Commissioner Cline were invited and met with Elsinore Valley Municipal Water District (EVMWD) representatives and some local interested parties for a general update. EVMWD reported it signed the NDA with PG&E and submitted questions. EVMWD had met with interested parties in Sonoma County earlier in the day.

Groundwater Sustainability Agency Board meeting (8/13/26): Was cancelled and rescheduled due to a noticing glitch.

City of Ukiah (8/19/26): The \$215,000 annual contribution to Mendocino County Inland & Water Commission (IWPC) was approved on the City Council's consent calendar item (see **attached** staff report.) A question arose about the differing contribution amounts from IWPC's member agencies and Council Member Mari Rodin, the City's IWPC representative, indicated that among other reasons, ability to contribute more financially in support of other members unable to do so supported the decision.

Groundwater Sustainability Agency Board meeting (8/26/26): At its August 26, 2026 meeting, the Groundwater Sustainability Agency Board approved several Amended and Restated Governing Documents and received updates on the Groundwater Dependent Ecosystem and Interconnected Surface Water Study and development of the 2027 Periodic Evaluation. A new Strategic Plan was introduced to and adopted by the Board. The consent calendar included authorization for the General Manager (GM) to execute the Agreement with consultants to continue technical support to the Groundwater Sustainability Agency (GSA) and was approved by the Board. The GM provided reports on operations, future meeting calendars, financial reports, etc. Tribal engagement continues with a priority intent to have Tribal representative seats filled. See Agenda Item 8: Ukiah Valley Basin Groundwater Sustainability Agency Update for more information.

Attachments:

- County of Mendocino letter on November 3, 2026 General Election

* * * *

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

KATRINA BARTOLOMIE
ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS
COMMISSIONER OF
CIVIL MARRIAGES



COUNTY OF MENDOCINO
OFFICE OF ASSESSOR-COUNTY CLERK-RECORDER
501 LOW GAP ROAD, RM. 1020
UKIAH, CALIFORNIA 95482
E-MAIL: mcvotes@mendocinocounty.gov

TONYA MOUNTS
ASSISTANT ASSESSOR
(707) 234-6800
ASSESSOR FAX: (707) 463-6597

AMANDA WOLTER
ASSISTANT REGISTRAR OF VOTERS
ASSISTANT CLERK RECORDER
(707) 234-6819

Business Property (707) 234-6815
County Clerk: (707) 234-6822
Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

September 2, 2026

Dear District Secretary / Manager:

RE: November 3, 2026 Statewide General Election

The enclosed is a copy of your district's certificate to the Board of Supervisors (BOS) requesting appointment in lieu of election for those candidates who completed their declaration of candidacy paperwork. The item went before the Mendocino County Board of Supervisors (BOS) as a Consent Item on September 01, 2026.

Because the number of candidates who filed their declaration of candidacy paperwork did not exceed the number of offices to be filled, your district will not go to election, but the BOS will appoint those who complete their declaration of candidacy paperwork in lieu of election.

For positions where no one filed declaration of candidacy paperwork, the BOS is authorized to appoint any interested electors residing within the boundaries of your district. Those interested in serving on your board should send an email of interest to bos@mendocinocounty.gov, cc'ing cobsupport@mendocinocounty.gov requesting appointment to the district to ensure they are appointed by the deadline send the email by **October 2, 2026**, for the inclusion on the October 20, 2026, BOS Meeting. These appointments by the BOS need to be made prior to Election Day, Tuesday Nov 3, 2026, so please encourage individuals to write to the BOS as soon as possible.

Certificates of Appointment & Oath will be sent out to you by the Clerk of the Board after the meeting date mentioned above. The Oaths will be mailed to the mailing addresses of your district that we have on file. The candidates can be sworn in at the first board meeting after December 4, 2026, where the District Secretary can swear them in. It is suggested that each district keep a copy of these executed Oaths of Office for their records, however ALL ORIGINAL Oath of Offices need to be returned to our Ukiah office at 501 Low Gap Rd. Candidates MUST be sworn in prior to voting on any district business.

We must receive the original and signed oaths within 15 days of execution.
If you have any questions, you can call us at 707 234-6819.

Sincerely,

Katrina Bartolomie
Assessor, County Clerk, Recorder

Amanda Wolter

Amanda Wolter
Assistant Registrar of Voters

enclosure

**CERTIFICATE
(SECTION 10515 ELECTION CODE)**

**TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **AUGUST 12, 2026** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL DISTRICT** was filed with the County Clerk.

NOW THEREFORE, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **NOVEMBER 3, 2026** to the terms as shown:

Term to begin December 4, 2026 at noon and end the first Friday in December of 2030.

John Reardan
Christopher Watt



The Board of Supervisors can make additional appointments in lieu of election for electors residing within the boundaries of the above districts to fill positions to the terms beginning and ending as follows:

- ☒ 1 elector residing within the boundaries of the above district to serve the term beginning December 6, 2026 and end the first Friday in December 2030.

WITNESS MY HAND AND OFFICIAL SEAL THIS 14th DAY OF AUGUST 2026.

(SEAL)

A handwritten signature in blue ink, appearing to read 'Katrina Bartolomie', written over a horizontal line.

KATRINA BARTOLOMIE, County Clerk
in and for the County of Mendocino
State of California

cc: District Secretary

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

STAFF REPORT

Agenda Item 10: Water Supply Conditions

Monday, September 14, 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

Storage level was 66,584 acre feet as of August 31, 2026, down from 73,811 acre feet on July 27, 2026. See last page of this report for graphs. In May, the State Water Resources Control Board issued an Order approving Sonoma Water's Temporary Urgency Change Petition authorizing continued use of the alternative hydrologic index based on Lake Mendocino storage values and, under Normal water supply condition, reduces the minimum instream flow requirements in the upper and lower reaches of the Russian River. This Order remains in effect through November 17, 2026.

This temporary change is to ensure that the water supply condition for the Russian River is determined by an index that is reflective of watershed conditions. The urgent need to implement the changes is due to the significant reduction of Eel River water imports through PG&E's Potter Valley Project as ordered by the Federal Energy Regulatory Commission (FERC), effective May 15, 2026 – much sooner than in 2025.

The influence of Eel River imports on downstream hydrologic conditions in the Russian River has been, and will continue to be greatly diminished, and thus use of the Eel River hydrologic index is not a reliable metric for Russian River water supply conditions.

More information on the District's website: <https://rrfc.specialdistrict.org/current-russian-river-and-lake-mendocino-operations> or Sonoma Water's TUCP webpage: www.sonomawater.org/tucp.)

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.

Starting May 15th, flows to the Russian River were reduced based on Lake Pillsbury storage forecasts and water temperature data. PG&E will utilize a flexible flow release approach to reservoir releases to provide adequate flows and cooler water temperatures in the Eel River. PG&E states that the variance is necessary due to the reduced water capacity in Lake Pillsbury as a result of its seismic-risk-related storage restriction, which has reduced the available water stores by approximately 18,200 acre-feet. PG&E has an objective of maintaining 25,000 acre-feet in Lake Pillsbury on October 1, 2026, which it calculates will allow it to meet its dam safety obligations and to preserve the cold water pool to ensure cooler water release temperatures. The initial minimum flow release into the East Branch Russian River will remain at 25 cfs. PG&E will then adjust releases to the East Branch Russian River between 5 and 25 cfs based on Lake Pillsbury storage forecasts using available hydrologic forecasting tools and runoff forecasts, historical water temperature data and water temperature modeling, and other flexible water management criteria. Adjustments made to the East Branch Russian River releases will be made in consultation with the PG&E Drought Working Group (DWG), of which the District is a member.

(Continued...)

At the August DWG meeting, PG&E shared it does not propose dropping flows below 25 cfs at this time and will reassess conditions at the next DWG meeting. Reports are posted on the District website when made available: <https://rrfc.specialdistrict.org/current-pg-e-potter-valley-project-operations>

If Lake Pillsbury storage is below the 36,000 acre-feet after September 30, releases to the East Branch Russian River will be limited to 5 cfs. When Lake Pillsbury storage gets above 36,000 acre-feet after September 30, the variance will end and PG&E will release flows as required under its license.

More information on the District website: <https://rrfc.specialdistrict.org/future-of-the-eel-river-to-russian-river-trans-basin-diversion-potter-valley-project>

Lake Mendocino

8/31

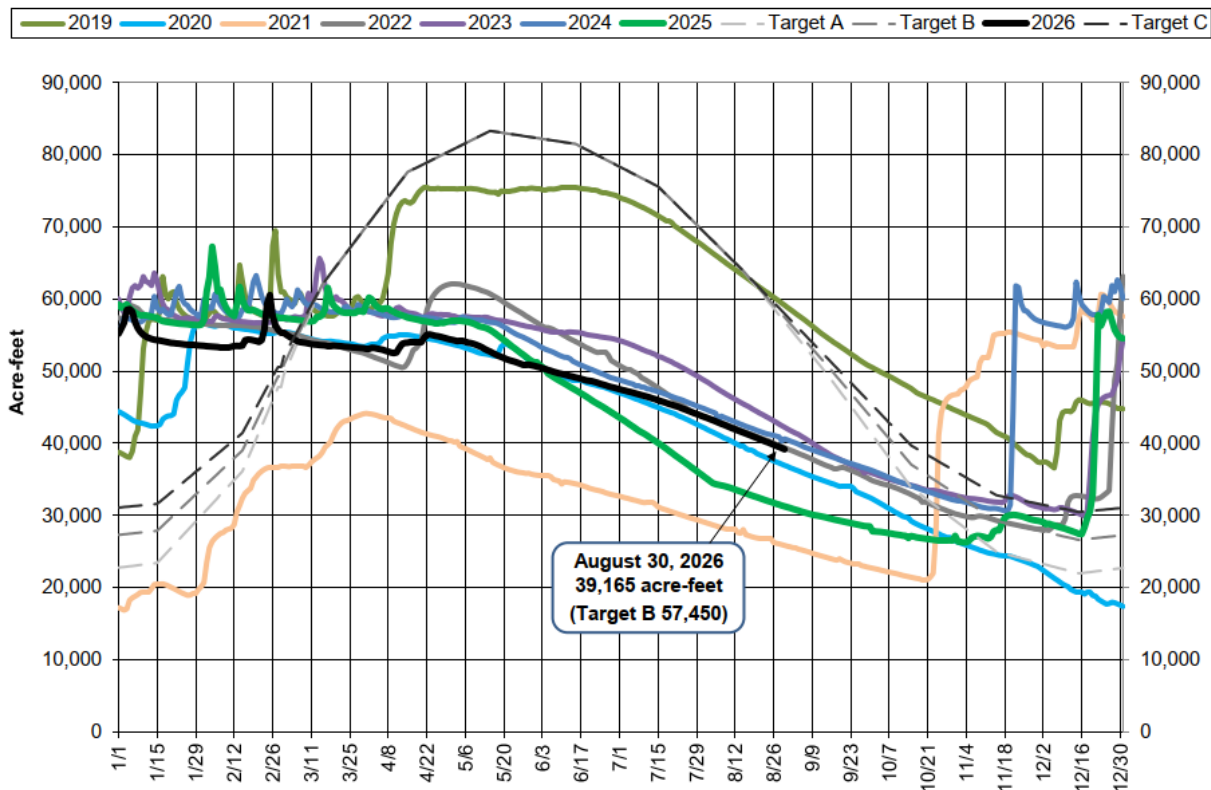
Current Storage (acre-feet)	65,584
FIRO Storage Curve (acre-feet)	111,000
% of FIRO Storage Curve	59.08%
7-day change (acre-feet)	-1,524

Lake Pillsbury

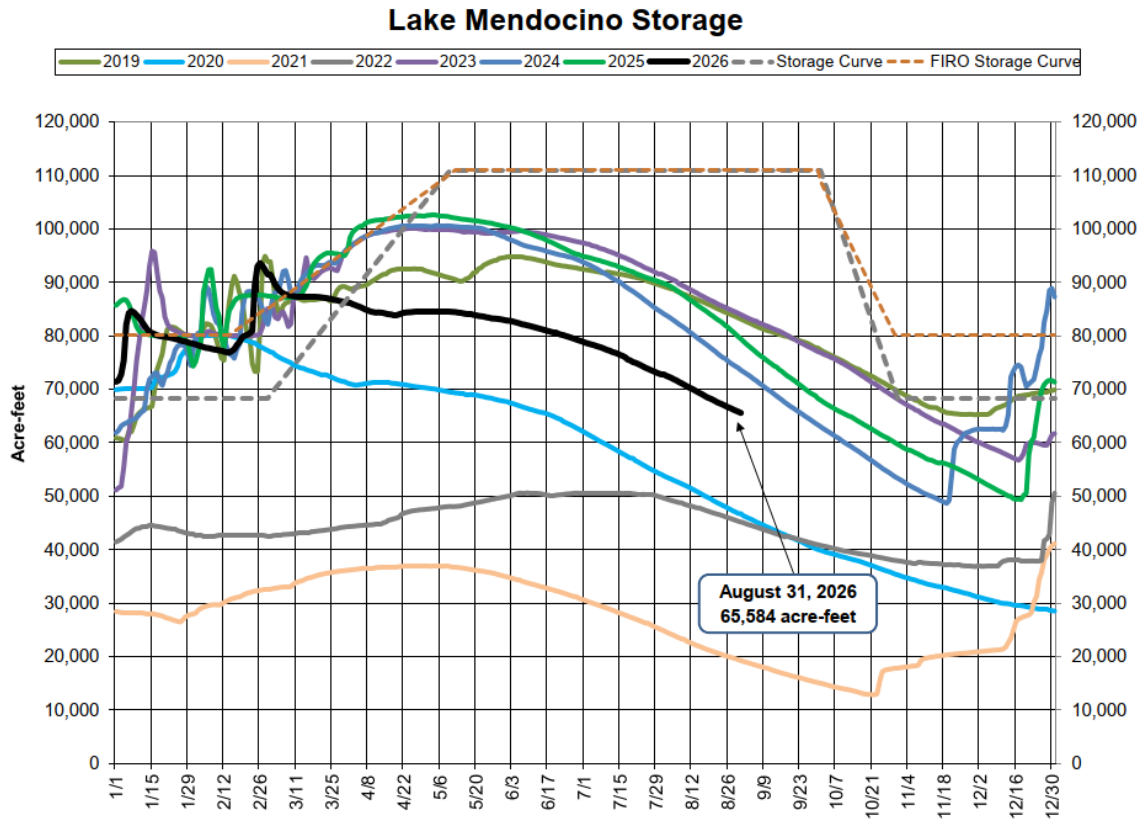
8/30

Current Storage (acre-feet)	39,165
Target Storage Curve (acre-feet)	57,450
7-day change (acre-feet)	-1,097

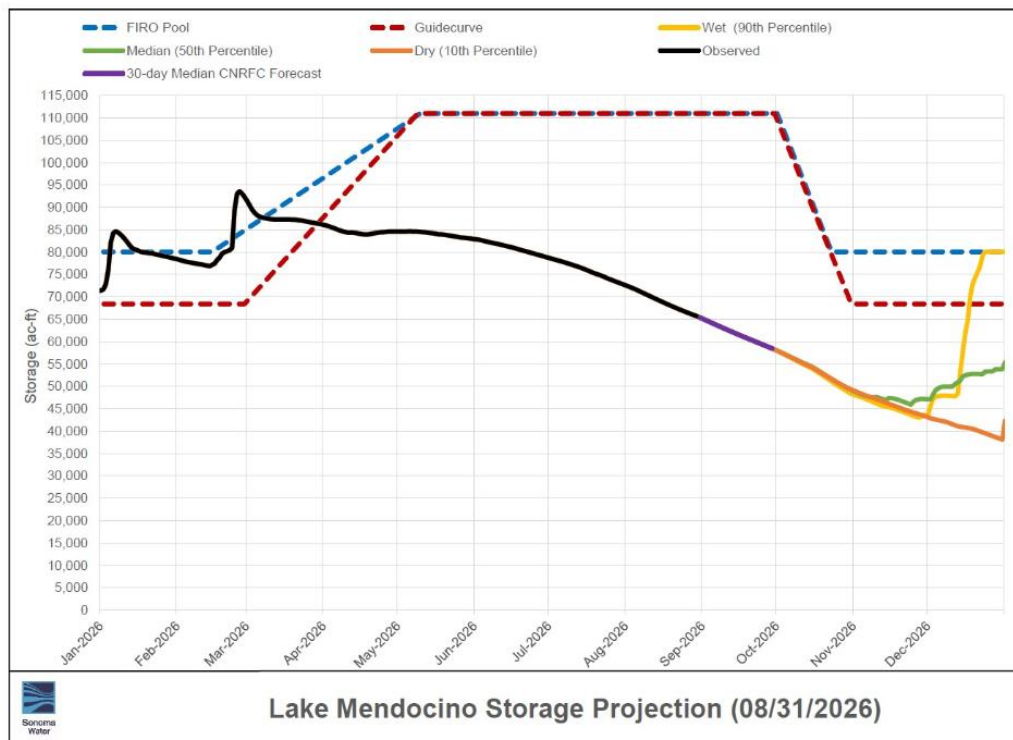
Lake Pillsbury Storage and Target Storage Scenarios



(Continued...)



LAKE MENDOCINO



* * * *

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

CONSENT CALENDAR

Agenda Item 11 a-c

Monday, September 14, 2026

Consent Calendar Items:

- a) Acceptance of the August 2026 Financial Reports
- b) Approval of August 5, 2026 Regular Board Meeting minutes
- c) Approval of August 27, 2026 Special Board Meeting minutes

* * * *

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: August 2026 Financial Report

September 14, 2026

Revenue

July 2026 Additional revenue not shown on previous report: \$1,992.96

- \$1,992.96 CA CLASS monthly interest

August 2026: \$17,587.61 notably:

- \$7,852 in 2025 late Contract payments (no outstanding invoices now)
- \$7,725 property tax revenue
- \$2,010 CA CLASS monthly interest

Expenses

July 2026 Additional expenses not shown on previous report:

- \$132.57 for vehicle maintenance
- \$750.00 rent, end of year allocation adjustment

August 2026: \$25,396 notably:

- \$5,500 for payment 1 of 2, FY 25-26 audit
- \$1,205 Office Operating includes annual software subscriptions
- Note: payroll shown is for 3 payroll periods rather than the usual 2

Other

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

Recommendation:

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

Attachments:

1. Profit & Loss Report – August 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– August 2026
6. Contracted Water Worksheet as of September 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

August 2026

	<u>Aug 26</u>
Ordinary Income/Expense	
Income	
4001.1 · Contract Water Sales	7,852.00
4050 · Property Taxes	7,725.22
4082 · Interest-CA CLASS	<u>2,010.39</u>
Total Income	17,587.61
Expense	
Payroll Expenses	16,523.44
General & Administrative Exp	
5100 · Consulting	
5101 · Accounting	590.24
5102 · Audit	5,500.00
5103 · Engineering- General	<u>508.75</u>
Total 5100 · Consulting	6,598.99
5120 · Vehicle	83.41
5160 · Office Operating Expenses	1,205.69
5180 · Stipends, Meetings	<u>988.64</u>
Total General & Administrative Exp	8,876.73
4000 · Reconciliation Discrepancies	<u>-3.80</u>
Total Expense	<u>25,396.37</u>
Net Ordinary Income	<u>-7,808.76</u>
Net Income	<u><u>-7,808.76</u></u>

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	0.00	19,000.00
4082 · Interest-CA CLASS	4,003.35	16,000.00
4140 · Use of Reserves (income)	0.00	35,020.00
Total Income	24,604.57	713,300.00
Expense		
Payroll Expenses	42,820.28	220,200.00
Water Supply Expenses		
5020 · Water Rights		
5020.01 · Annual Fees	0.00	18,000.00
5020.02 · Legal Counsel	0.00	5,000.00
5020.03 · WR Engineering	0.00	3,000.00
5020.04 · Meter Maintenance	1,214.57	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	1,214.57	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
Total 5031 · JPAs	1,082.50	76,000.00
5040 · Channel Maintenance	0.00	30,000.00
5050 · Projects		
5056 · License Change Petition	0.00	12,000.00
5057 · LAFCo Applications		
5057.01 · LAFCo Apps - Legal Counsel	392.70	0.00
5057.04 · LAFCo Apps-CEQA Legal Action	214.20	
5057 · LAFCo Applications - Other	0.00	25,000.00
Total 5057 · LAFCo Applications	606.90	25,000.00

Mendocino County Russian River Flood Control District

Income & Expense / Budget vs. Actual

Cash Basis

July 2026 through June 2027

	Jul '26 - Jun 27	Budget
5059 · Trans Basin Diversion		
5059.01 · TB Div - Legal Counsel	3,109.98	0.00
5059 · Trans Basin Diversion - Other	0.00	140,000.00
Total 5059 · Trans Basin Diversion	3,109.98	140,000.00
5060 · Lake Mendocino Storage Incr.	0.00	59,000.00
Total 5050 · Projects	3,716.88	236,000.00
Total Water Supply Expenses	14,053.95	408,000.00
General & Administrative Exp		
5100 · Consulting		
5101 · Accounting	1,120.24	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	1,481.10	10,000.00
5109 · Human Resources	0.00	1,500.00
Total 5100 · Consulting	8,795.09	31,500.00
5120 · Vehicle	281.10	3,000.00
5130 · Insurance		
5131 · Insurance, Liability	8,551.45	0.00
5130 · Insurance - Other	0.00	10,000.00
Total 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	1,461.40	14,000.00
5161 · Rent, Utilities	1,125.00	8,000.00
5170 · Training & Conferences	43.85	1,000.00
5180 · Stipends, Meetings	6,438.89	12,000.00
5190 · Property Tax Admin Fees	0.00	2,000.00
Total General & Administrative Exp	27,971.59	85,100.00

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

Cash Basis

July 2026 through June 2027

	Jul '26 - Jun 27	Budget
4000 · Reconciliation Discrepancies	-137.40	
Total Expense	84,708.42	713,300.00
Net Ordinary Income	-60,103.85	0.00
Net Income	-60,103.85	0.00

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	0.00	22,880.49	-22,880.49	-100.0%
4082 · Interest-CA CLASS	4,003.35	19,831.59	-15,828.24	-79.8%
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	24,604.57	643,451.64	-618,847.07	-96.2%
Expense				
Payroll Expenses				
5001 · Gross Wages	25,333.32	144,194.65	-118,861.33	-82.4%
5002 · CalPERS Employer Expense	2,016.52	11,477.85	-9,461.33	-82.4%
5003 · CalPERS Employer 457 Expense	760.04	7,088.00	-6,327.96	-89.3%
5004 · Health Insurance	2,782.16	16,368.80	-13,586.64	-83.0%
5005 · Medicare	407.68	2,328.16	-1,920.48	-82.5%
5006 · FICA	1,743.16	9,954.93	-8,211.77	-82.5%
5007 · CalPERS 1959 Survivor Billing	4.00	93.60	-89.60	-95.7%
5008 · CALPERS GASB-68 Fees	9,773.40	430.00	9,343.40	2,172.9%
5009 · Unfunded Pension Liability	0.00	8,726.00	-8,726.00	-100.0%
Total Payroll Expenses	42,820.28	200,661.99	-157,841.71	-78.7%
Water Supply Expenses				
5020 · Water Rights				
5020.01 · Annual Fees	0.00	16,732.45	-16,732.45	-100.0%
5020.04 · Meter Maintenance	1,214.57	1,555.08	-340.51	-21.9%
5020.06 · New Meter Purchases	0.00	10,226.86	-10,226.86	-100.0%
Total 5020 · Water Rights	1,214.57	28,514.39	-27,299.82	-95.7%
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%
Total 5031 · JPAs	1,082.50	4,097.50	-3,015.00	-73.6%
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%
5050 · Projects				
5056 · License Change Petition	0.00	32,758.51	-32,758.51	-100.0%

	Jul '26 - Jun 27	Jul '25 - Jun 26	\$ Change	% Change
5057 · LAFCo Applications				
5057.00 · RVCWD reimbursement	0.00	-46,884.29	46,884.29	100.0%
5057.01 · LAFCo Apps - Legal Counsel	392.70	22,681.74	-22,289.04	-98.3%
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	606.90	7,685.27	-7,078.37	-92.1%
5059 · Trans Basin Diversion				
5059.01 · TB Div - Legal Counsel	3,109.98	23,259.18	-20,149.20	-86.6%
5059.03 · TB Div- IWPC	0.00	40,000.00	-40,000.00	-100.0%
Total 5059 · Trans Basin Diversion	3,109.98	63,259.18	-60,149.20	-95.1%
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	3,716.88	144,040.46	-140,323.58	-97.4%
Total Water Supply Expenses	14,053.95	196,403.53	-182,349.58	-92.8%
General & Administrative Exp				
5100 · Consulting				
5101 · Accounting	1,120.24	4,223.24	-3,103.00	-73.5%
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	1,481.10	9,902.49	-8,421.39	-85.0%
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%
Total 5100 · Consulting	8,795.09	33,666.58	-24,871.49	-73.9%
5120 · Vehicle	281.10	1,436.90	-1,155.80	-80.4%
5130 · Insurance				
5131 · Insurance, Liability	8,551.45	7,858.92	692.53	8.8%
5132 · Insurance, Workers Comp	0.00	1,020.36	-1,020.36	-100.0%
Total 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	1,461.40	15,454.21	-13,992.81	-90.5%
5161 · Rent, Utilities	1,125.00	4,500.00	-3,375.00	-75.0%
5170 · Training & Conferences	43.85	4,115.88	-4,072.03	-98.9%
5180 · Stipends, Meetings	6,438.89	9,742.19	-3,303.30	-33.9%
5190 · Property Tax Admin Fees	0.00	1,286.21	-1,286.21	-100.0%
Total General & Administrative Exp	27,971.59	82,610.78	-54,639.19	-66.1%

	Jul '26 - Jun 27	Jul '25 - Jun 26	\$ Change	% Change
Miscellaneous	0.00	-23.49	23.49	100.0%
4000 · Reconciliation Discrepancies	-137.40	175.60	-313.00	-178.3%
Total Expense	84,708.42	479,828.41	-395,119.99	-82.4%
Net Ordinary Income	-60,103.85	163,623.23	-223,727.08	-136.7%
Net Income	-60,103.85	163,623.23	-223,727.08	-136.7%

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	116,928.49	185,084.39	-68,155.90	-36.8%
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	52,988.63	47,462.35	5,526.28	11.6%
Total 1010 · LAIF	575,249.80	569,723.52	5,526.28	1.0%
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	376,308.82	372,305.47	4,003.35	1.1%
Total 1020 · CA CLASS	633,626.70	629,623.35	4,003.35	0.6%
Total Checking/Savings	1,325,162.56	1,383,788.83	-58,626.27	-4.2%
Accounts Receivable				
1200 · Accounts Receivable	-24.40	-24.40	0.00	0.0%
Total Accounts Receivable	-24.40	-24.40	0.00	0.0%
Other Current Assets				
1210 · Interest Receivable	0.00	5,526.28	-5,526.28	-100.0%
1300 · Prepaid Expenses	0.00	375.00	-375.00	-100.0%
Total Other Current Assets	0.00	5,901.28	-5,901.28	-100.0%
Total Current Assets	1,325,138.16	1,389,665.71	-64,527.55	-4.6%
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	1,384,776.42	1,449,303.97	-64,527.55	-4.5%

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
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%
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	-60,103.85	163,623.23	-223,727.08	-136.7%
Total Equity	1,276,652.70	1,336,756.55	-60,103.85	-4.5%
TOTAL LIABILITIES & EQUITY	1,384,776.42	1,449,303.97	-64,527.55	-4.5%

Mendocino County Russian River Flood Control District

Monthly Payment Detail

Cash Basis

As of August 31, 2026

Date	Name	Memo	Paid Amount
1000 · SBMC Checking			
08/03/2026	Cardmember Service	Credit card 6/11-7/13/26 pd 8/9/26	-456.74
08/08/2026	Intuit	QB payroll subscription-monthly & annual	-812.00
08/31/2026	John Bailey	Trustee Stipend Jan - July 2026	-900.00
08/12/2026	Nigro & Nigro PC	FY 2025-26 Audit, pymnt 1 of 2, inv 24527	-5,500.00
08/05/2026	Starting Line Advisory	Accounting service dates-July 2026	-590.24
08/13/2026	Team Mobile	Cell Phone 6-23 to 7-22-26 service dates	-109.00
08/12/2026	Wagner & Bonsignore CCE	Civil Engineers Service Dates for July 2026	-508.75
Total 1000 · SBMC Checking			-8,876.73
TOTAL			-8,876.73

Project Water Worksheet as of September 1, 2026

*All numbers in acre feet

Current 2026 totals
in Acre Feet

Project Water Licensed to MC RRFC & WCID:			7940
2026 Contracted Non-Retail Suppliers:			5260
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	
Contracted Total:			7894

Current Uncontracted Water Supply as of 4/1/26:	46
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Redwood Valley County Water District 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	
September	104.84	
Totals:	805.72	511.54

Surplus water OFFERED FOR TRANSFER from customers in 2026:	602
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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

P.O. Box 2104, Ukiah, CA 95482 707.462.5278 Website: RRFC.net DistrictManager@rrfc.net

DRAFT MINUTES

Regular Meeting of August 3, 2026

At District Office: 304 N. State Street, Ukiah, CA 95482

1. Roll Call

President Watt called the meeting to order at 5:31 PM.

Trustees Present: Christopher Watt, President
John Reardan, Vice President
Tyler Rodrigue, Treasurer
Dave Koball, Trustee

Trustees Absent: John Bailey, Trustee

Staff: Elizabeth Salomone, General Manager
Jeanne Zolezzi, Legal Counsel

2. Approval of Agenda

No public comment was offered.

Treasurer Rodrigue moved to approve the agenda. Trustee Koball seconded the motion. The motion was approved by the following vote:

Ayes: 4 (Koball, Rodrigue Reardan, Watt)

Absent: 1 (Bailey)

CLOSED SESSION

Before entering Closed Session, President Watt made the following statement:

The District received an email from a member of the public following it's last Regular Board meeting on July 6, 2026.

The communication alleged a potential violation of the Brown Act and requested the District cure and correct the alleged violation by declaring any and all actions, decisions, votes, or directions given to staff during the July 6, 2026 closed session to be null and void.

As reflected in the draft minutes for July 6, 2026, the only action taken in closed session was direction to staff which is hereby declared null and void and staff will take no action as directed.

Before entering Closed Session, President Watt asked for public comment on this item and none was offered.

3. Conference with Real Property Negotiators (Gov. Code § 54956.8)

Property: Potter Valley Project | *Agency negotiator:* General Manager, General Counsel, Board Members

Negotiating parties: Agency, Inland Water & Power Agency, PG&E | *Under negotiation:* Purchasing Entity

(Continued...)

4. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: *One case (Article 12 of the Uniform Water Sale & Purchase Agreement).*
5. Conference with Legal Counsel – Existing Litigation
Lee Howard et al. v. Mendocino County Russian River Flood Control Annexation of Redwood Valley County Water District et al. Mendocino County Superior Court, Case No. 25CV02914 (Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)

The Board entered closed session with legal counsel at 5:33 PM. The Board returned to open public session at 6:27 PM. Reportable action: none.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

6. Public Expression

No one showed an interest in commenting.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

7. Mendocino County Inland Water & Power Commission (IWPC) Updates

Trustee Koball, the District's alternate appointee to IWPC, and GM Salomone provided updates from the June 10, 2026 Special IWPC meeting.

IWPC Executive Director Recruitment: (from the IWPC staff report) The ad hoc committee requested the Commission approve the recruitment process and delegate authority to the ad hoc committee to hire a recruitment consultant, which was approved. The overall recruitment process was reviewed.

Expanded Storage Capacity at Lake Mendocino: The IWPC ad hoc committee meets regularly and presentations are provided at the IWPC meetings. Trustee Koball and GM Salomone provided information and responded to questions on funding, timeline, and alternatives.

IWPC External Funding: The Sonoma Water Federal Lobbyist provided an update at the most recent Upper Russian River Water Manager's meeting that efforts were being made to reinstate Federal money previously allocated to the region and then put on hold by the current Federal administration. The CA Fish and Wildlife funding has been secured by the Eel Russian Project Authority with funds being allocated to IWPC for both the Lake Mendocino and Potter Valley community storage projects.

IWPC Finances: It was noted IWPC is now providing more detailed financial reporting. President Watt asked if regular progress is being reported at IWPC meetings and Trustee Koball responded that IWPC ad hoc committee reporting has become a regular feature at the meetings. President Watt noted it will be important for the new IWPC Executive Director to provide regular comprehensive reports on the implementation of strategic efforts.

GM Salomone noted the signed Reimbursement Agreement for Overhead Services Related to the Potter Valley Water Supply Reliability Study contract between Sonoma Water Agency and IWPC was received by RRFC from Sonoma Water and therefore meets the terms RRFC stated for its financial contribution to cover the costs.

IWPC Outreach & Education: The ad hoc committee is working to issue more frequent and more timely press releases on relevant issues.

(Continued...)

Eel Russian Project Authority (ERPA): A meeting is being held later in the week; see ERPA website for more information.

REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS

8. General Manager Report & Correspondence

GM Salomone presented the report and reviewed the attached correspondence, including the written communication by Lee Howard requesting cure and correct on alleged violation of the Brown Act.

9. Water Supply Conditions Update

GM Salomone presented the report and a few comments were made.

10. Consent Calendar

- a) Acceptance of the July 2026 Financial Reports
- b) Approval of July 6, 2026 Regular Board Meeting minutes
- c) Adoption of Revisions to Policy 2020: Electronic Document Retention

Trustee Koball moved to approve the consent calendar. Vice President Reardan seconded the motion. The motion was approved by the following vote:

Ayes: 4 (Koball, Rodrigue Reardan, Watt)
Absent: 1 (Bailey)

11. Trustee & Committee Reports

GM Salomone provided an update on the Trustee election process.

12. Direction on Future Agenda Items – none noted.

ADJOURNMENT

President Watt adjourned the meeting at 6:57 PM.

APPROVED by Board of Trustees on September 14, 2026

Christopher Watt
President of the Board of Trustees

Elizabeth Salomone
Secretary of the Board of Trustees

President
Christopher Watt

Vice President
John Reardan

Treasurer
Tyler Rodrigue

Trustee
John Bailey

Trustee
Dave Koball

1 ***Mendocino County***

2 ***Russian River Flood Control & Water Conservation Improvement District***

3 *P.O. Box 2104, Ukiah, CA 95482 707.462.5278 Website: RRFC.net DistrictManager@rrfc.net*

4
5 **DRAFT MINUTES**

6 **Special Meeting of August 27, 2026**

7 **At District Office: 304 N. State Street, Ukiah, CA 95482**

8
9 **1. Roll Call**

10 President Watt called the meeting to order at 6:00 PM.

11
12 Trustees Present: Christopher Watt, President
13 John Reardan, Vice President
14 Tyler Rodrigue, Treasurer
15 John Bailey, Trustee
16 Dave Koball, Trustee

17
18 Staff: Elizabeth Salomone, General Manager
19 Jeanne Zolezzi, Legal Counsel

20
21 **2. Approval of Agenda**

22 No public comment was offered.

23
24 Treasurer Reardan moved to approve the agenda. Trustee Koball seconded the motion. The motion was
25 approved by the following vote:

26 Ayes: 5 (Koball, Bailey, Rodrigue Reardan, Watt)

27
28 **CLOSED SESSION**

29 Before entering Closed Session, President Watt asked for public comment on this item and none was offered.

30
31 **3. Conference with Real Property Negotiators (Gov. Code § 54956.8)**

32 *Property:* Potter Valley Project | *Agency negotiator:* General Manager, General Counsel, Board Members

33 *Negotiating parties:* Agency, Inland Water & Power Agency, PG&E | *Under negotiation:* Purchasing Entity

34 **4. Conference with Legal Counsel – Existing Litigation**

35 *Lee Howard et al. v. Mendocino County Russian River Flood Control Annexation of Redwood Valley County Water District*
36 *et al.* Mendocino County Superior Court, Case No. 25CV02914 (Paragraph (1) of subdivision (d) of Gov.
37 Code § 54956.9)

38 The Board entered closed session with legal counsel at 6:02 PM. The Board returned to open public session
39 at 6:56 PM. Reportable action: none.

40
41
42 **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

43
44 **5. Public Expression**

45 No public comment was offered.

46
47
48 *(Continued...)*

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Mendocino County Inland Water & Power Commission (IWPC) Updates

Asset Transfer Ad Hoc Committee: Vice President Reardan provided an update, noting it will be an involved process which hasn't ramped up just yet. Consultants are determining what infrastructure needs to be included.

IWPC Executive Director Recruitment: GM Salomone reported the job listing is now live and resumes are being accepted.

Expanded Storage Capacity at Lake Mendocino: GM Salomone reported the IWPC ad hoc committee is meeting with Federal Lobbyists and will make a recommendation to the Commission.

Outreach & Education: Trustee Koball noted the ad hoc committee is working to issue more frequent and more timely press releases on relevant issues.

REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS

7. Direction on Future Agenda Items

- Trustee elections and open seat appointment process

ADJOURNMENT

President Watt adjourned the meeting at 7:02 PM.

APPROVED by Board of Trustees on September 14, 2026

Christopher Watt
President of the Board of Trustees

Elizabeth Salomone
Secretary of the Board of Trustees

President
Christopher Watt

Vice President
John Reardan

Treasurer
Tyler Rodrigue

Trustee
John Bailey

Trustee
Dave Koball