

*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](mailto:DistrictManager@rrfc.net)*

**A G E N D A**

**Board of Trustees – Regular Meeting of Monday, September 11, 2023 at 5:30 pm**

**IN PERSON:** 304 North State Street at District office

or

**LIVE ON ZOOM:** <https://us02web.zoom.us/j/81127489402>

**Call in:** (669) 900-9128

**Meeting ID:** 811 2748 9402

1. Call to Order and Roll Call
2. Approval of Agenda *Urgent items added may be discussed immediately. Time suggestions to the right of item title.*
3. Public Expression- See End of Agenda for Information on Public Expression

**CLOSED SESSION:**

4. 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

**REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS (6:45 PM)**

5. Water Supply Conditions Update
6. Consent Calendar
  - a) Acceptance of the August 2023 Financial Report
  - b) Approval of August 7, 2023 Special Board Meeting minutes
  - c) Approval of Resolution #23-04 Authorizing the State of California Social Security Program for California Public Agencies Application and Agreement
  - d) Ratification of Service Contract with Mendocino County Resource Conservation District for metering and data management program.
7. Trustee & Committee Reports
  - (a) GM Evaluation- schedule a Special Meeting
8. General Manager Report & Correspondence
9. 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.

**President**  
*Christopher Watt*

**Vice President**  
*Alfred White*

**Treasurer**  
*John Bailey*

**Trustee**  
*Tyler Rodrigue*

**Trustee**  
*John Reardan*

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

**STAFF REPORT**

**Agenda Item 5: Water Supply Conditions**

**Monday, September 11, 2023**

The Strategic Plan relevant priorities are: **Security** through ensuring reliable, resilient, and available sources of water; **Advocacy** in support of equitable water resource stewardship; and **Use** of water in effective and beneficial ways as a public resource, all in alignment with the District’s Mission to steward water resources for the benefit of people and the environment.

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

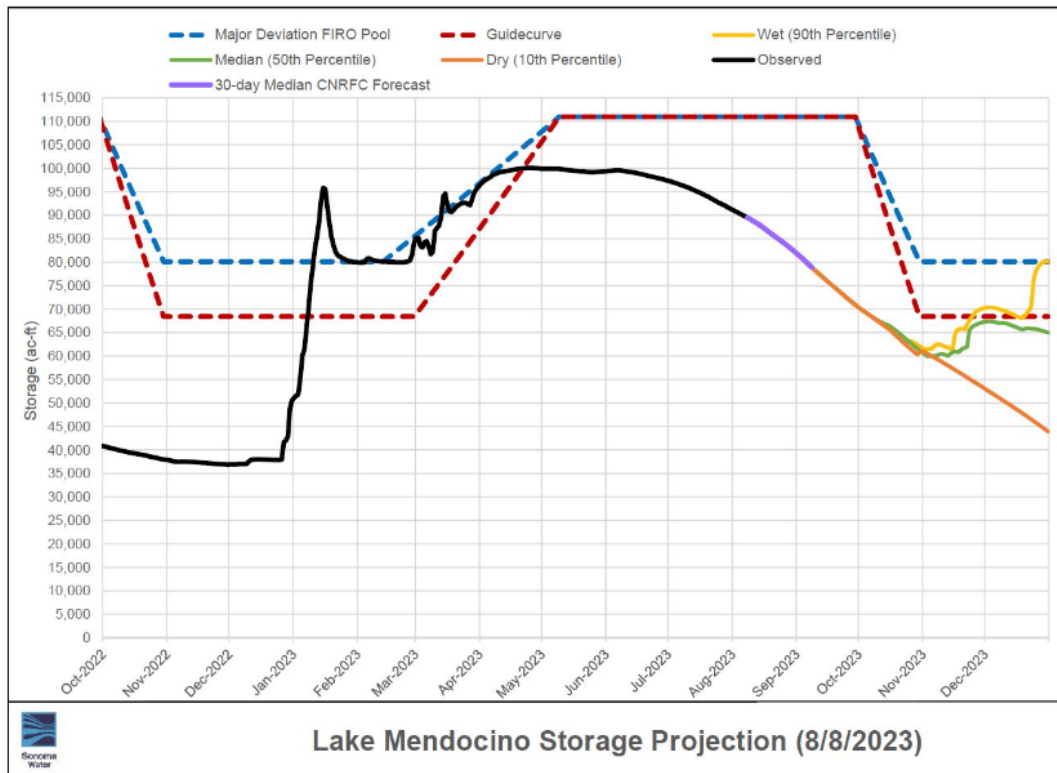
On July 31, 2023, PG&E filed a Long-Term Flow Regime Request Due to Restricted Storage Capacity to FERC, a copy of which can be found on the District website (<https://rrfc.specialdistrict.org/updates>).

This request is an amendment to the license and may take many months to years to approve. It is anticipated that PG&E will continue with short term flow variance requests to closely match the conditions requested in the long-term flow regime request.

**Lake Mendocino and the Mainstem Upper Russian River**

Lake Mendocino storage level was 82,976 acre feet (af) on September 5, 2023, down from 91,474 af on July 31, 2023. The mainstem Russian River continues to operate under a Temporary Urgency Change Order. [www.sonomanwater.org/tucp](http://www.sonomanwater.org/tucp).

**LAKE MENDOCINO**



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

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

**STAFF REPORT**

**Agenda Item 6a: August 2023 Financial Report**

**Monday, September 11, 2023**

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Revenue

July 2023 Additional revenue not shown on previous report: none

August 2023: \$2,209 (2022 Calendar year contract payment)

Ordinary Expenses

July 2023 Additional expenses not shown on previous report: none

August 2023: \$83,508.58

- \$10,903.97 for new meters – Accountants will adjust fixed assets and advise on budget allocation.
- \$1,512.50 Project development for grant application.
- \$34,375 Ukiah Valley GSA – payment 1 of 2 for the year.
- \$17,570.50 Engineering: several projects during 2022/23 fiscal year; may be reallocated by accountants.
- \$1,100.37 Annual LAFCo Apportionment

Other

- Financial reports subject to change after corrections and adjustments by Accountant and Auditor.
- Reconciliations for checking and savings are up to date as of the end of August 2023.
- Additional reports or information available upon request.

Recommendation:

Move to accept and file the financial reports for August 2023.

Attachments:

1. Income & Expense Report – August 2023 only
2. Income & Expense / Budget Vs Actual Report – Fiscal Year to date
3. Profit & Loss Previous Year Comparison Report
4. Balance Sheet Previous Year Comparison Report
5. Monthly Payment Detail Report – August 2023
6. Contracted Water Worksheet

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

Cash Basis

August 2023

|  | Aug 23    | Budget    |
|--|-----------|-----------|
| Ordinary Income/Expense                      |           |           |
| Income                                       |           |           |
| 4001 · Contract Water Sales                  | 2,209.00  | 0.00      |
| Total Income                                 | 2,209.00  | 0.00      |
| Expense                                      |           |           |
| Payroll Expenses                             | 13,865.57 | 13,192.00 |
| Water Supply Expenses                        |           |           |
| 5020 · Water Rights                          |           |           |
| 5025 · Meter & Data Mgmt Program             | 521.88    | 300.00    |
| 5022 · Legal Counsel                         | 125.46    | 0.00      |
| Total 5020 · Water Rights                    | 647.34    | 300.00    |
| 5030 · Projects                              |           |           |
| 5035 · RR Water Forum                        |           |           |
| 5035.01 · RR Water Forum-Legal               | 627.30    |           |
| Total 5035 · RR Water Forum                  | 627.30    |           |
| 5038 · Flow Enhancement Planning Proj.       |           |           |
| 5038.03 · Flow Enh - Grant Writing           | 1,512.50  |           |
| Total 5038 · Flow Enhancement Planning Proj. | 1,512.50  |           |
| Total 5030 · Projects                        | 2,139.80  | 0.00      |
| 5050 · JPAs                                  |           |           |
| 5052 · GSA                                   | 34,375.00 | 0.00      |
| Total 5050 · JPAs                            | 34,375.00 | 0.00      |
| Total Water Supply Expenses                  | 37,162.14 | 300.00    |
| General & Administrative Exp                 |           |           |
| 5100 · Consulting                            |           |           |
| 5101 · Accounting                            | 1,844.26  | 500.00    |
| 5103 · Engineering                           | 17,570.50 |           |
| 5105 · Legal                                 | 167.28    | 1,667.00  |
| Total 5100 · Consulting                      | 19,582.04 | 2,167.00  |
| 5120 · Vehicle                               | 38.41     | 60.00     |

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

Cash Basis

August 2023

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|                                    | <u>Aug 23</u>            | <u>Budget</u>            |
|------------------------------------|--------------------------|--------------------------|
| 5130 · Insurance                   | 0.00                     | 108.00                   |
| 5140 · LAFCO Apportionment Fee     | 1,100.37                 | 2,000.00                 |
| 5160 · Office Operating Expenses   | 815.80                   | 580.00                   |
| 5161 · Rent, Utilities             | 0.00                     | 416.00                   |
| 5180 · Stipends, Meetings          | 40.28                    | 0.00                     |
| Total General & Administrative Exp | <u>21,576.90</u>         | <u>5,331.00</u>          |
| Total Expense                      | <u>72,604.61</u>         | <u>18,823.00</u>         |
| Net Ordinary Income                | -70,395.61               | -18,823.00               |
| Other Income/Expense               |                          |                          |
| Other Expense                      |                          |                          |
| 5710 · Use of Capital Reserves     | 10,903.97                |                          |
| Total Other Expense                | <u>10,903.97</u>         |                          |
| Net Other Income                   | <u>-10,903.97</u>        | <u>0.00</u>              |
| Net Income                         | <u><u>-81,299.58</u></u> | <u><u>-18,823.00</u></u> |

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

Cash Basis

July 2023 through June 2024

|  | Jul '23 - Jun 24 | Budget            | \$ Over Budget     | % of Budget  |
|--|------------------|-------------------|--------------------|--------------|
| Ordinary Income/Expense                |                  |                   |                    |              |
| Income                                 |                  |                   |                    |              |
| 4001 · Contract Water Sales            | 25,897.00        | 509,806.00        | -483,909.00        | 5.1%         |
| 4050 · Property Taxes                  | 0.00             | 55,000.00         | -55,000.00         | 0.0%         |
| 4080 · Interest-LAIF                   | 0.00             | 3,000.00          | -3,000.00          | 0.0%         |
| 4081 · Interest-SBMC                   | 0.00             | 100.00            | -100.00            | 0.0%         |
| <b>Total Income</b>                    | <b>25,897.00</b> | <b>567,906.00</b> | <b>-542,009.00</b> | <b>4.6%</b>  |
| Expense                                |                  |                   |                    |              |
| Payroll Expenses                       | 45,728.16        | 272,100.00        | -226,371.84        | 16.8%        |
| Water Supply Expenses                  |                  |                   |                    |              |
| 5020 · Water Rights                    |                  |                   |                    |              |
| 5021 · Annual Fees                     | 0.00             | 18,000.00         | -18,000.00         | 0.0%         |
| 5022 · Legal Counsel                   | 125.46           | 1,500.00          | -1,374.54          | 8.4%         |
| 5023 · WR Engineering                  | 0.00             | 1,500.00          | -1,500.00          | 0.0%         |
| 5024 · Meter Maintenance               | 0.00             | 1,000.00          | -1,000.00          | 0.0%         |
| 5025 · Meter & Data Mgmt Program       | 521.88           | 6,000.00          | -5,478.12          | 8.7%         |
| <b>Total 5020 · Water Rights</b>       | <b>647.34</b>    | <b>28,000.00</b>  | <b>-27,352.66</b>  | <b>2.3%</b>  |
| 5030 · Projects                        |                  |                   |                    |              |
| 5031 · Grants/Funding Analysis         | 2,625.00         |                   |                    |              |
| 5035 · RR Water Forum                  | 627.30           |                   |                    |              |
| 5038 · Flow Enhancement Planning Proj. | 1,512.50         |                   |                    |              |
| 5030 · Projects - Other                | 0.00             | 250,000.00        | -250,000.00        | 0.0%         |
| <b>Total 5030 · Projects</b>           | <b>4,764.80</b>  | <b>250,000.00</b> | <b>-245,235.20</b> | <b>1.9%</b>  |
| 5040 · USGS, streamflow gage           | 7,237.50         | 16,000.00         | -8,762.50          | 45.2%        |
| 5050 · JPAs                            |                  |                   |                    |              |
| 5051 · IWPC                            | 3,300.00         | 3,300.00          | 0.00               | 100.0%       |
| 5052 · GSA                             | 34,375.00        | 100,000.00        | -65,625.00         | 34.4%        |
| <b>Total 5050 · JPAs</b>               | <b>37,675.00</b> | <b>103,300.00</b> | <b>-65,625.00</b>  | <b>36.5%</b> |
| <b>Total Water Supply Expenses</b>     | <b>50,324.64</b> | <b>397,300.00</b> | <b>-346,975.36</b> | <b>12.7%</b> |
| General & Administrative Exp           |                  |                   |                    |              |
| 5100 · Consulting                      |                  |                   |                    |              |
| 5101 · Accounting                      | 2,315.51         | 6,000.00          | -3,684.49          | 38.6%        |
| 5102 · Audit                           | -1,500.00        | 10,000.00         | -11,500.00         | -15.0%       |
| 5103 · Engineering                     | 17,570.50        |                   |                    |              |
| 5105 · Legal                           | 2,093.04         | 20,000.00         | -17,906.96         | 10.5%        |
| 5109 · Human Resources                 | 536.25           | 3,000.00          | -2,463.75          | 17.9%        |
| 5110 · Strategic Planning              | 0.00             | 3,000.00          | -3,000.00          | 0.0%         |
| <b>Total 5100 · Consulting</b>         | <b>21,015.30</b> | <b>42,000.00</b>  | <b>-20,984.70</b>  | <b>50.0%</b> |
| 5120 · Vehicle                         | 1,890.99         | 2,000.00          | -109.01            | 94.5%        |
| 5130 · Insurance                       | 6,451.54         | 7,800.00          | -1,348.46          | 82.7%        |

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

Cash Basis

July 2023 through June 2024

|                                       | Jul '23 - Jun 24          | Budget                    | \$ Over Budget          | % of Budget         |
|---------------------------------------|---------------------------|---------------------------|-------------------------|---------------------|
| 5140 · LAFCO Apportionment Fee        | 1,100.37                  | 2,000.00                  | -899.63                 | 55.0%               |
| 5150 · Memberships                    | 0.00                      | 6,000.00                  | -6,000.00               | 0.0%                |
| 5160 · Office Operating Expenses      | 1,763.75                  | 7,000.00                  | -5,236.25               | 25.2%               |
| 5161 · Rent, Utilities                | 1,125.00                  | 5,000.00                  | -3,875.00               | 22.5%               |
| 5170 · Training & Conferences         | 635.10                    | 6,000.00                  | -5,364.90               | 10.6%               |
| 5180 · Stipends, Meetings             | 590.28                    | 13,500.00                 | -12,909.72              | 4.4%                |
| 5190 · Property Tax Admin Fees        | 0.00                      | 1,000.00                  | -1,000.00               | 0.0%                |
| Total General & Administrative Exp    | <u>34,572.33</u>          | <u>92,300.00</u>          | <u>-57,727.67</u>       | <u>37.5%</u>        |
| Total Expense                         | <u>130,625.13</u>         | <u>761,700.00</u>         | <u>-631,074.87</u>      | <u>17.1%</u>        |
| Net Ordinary Income                   | -104,728.13               | -193,794.00               | 89,065.87               | 54.0%               |
| Other Income/Expense                  |                           |                           |                         |                     |
| Other Expense                         |                           |                           |                         |                     |
| 5700 · Use of Wtr Reliability Reserve | 46,700.00                 |                           |                         |                     |
| 5710 · Use of Capital Reserves        | <u>10,903.97</u>          |                           |                         |                     |
| Total Other Expense                   | <u>57,603.97</u>          |                           |                         |                     |
| Net Other Income                      | <u>-57,603.97</u>         | <u>0.00</u>               | <u>-57,603.97</u>       | <u>100.0%</u>       |
| Net Income                            | <u><u>-162,332.10</u></u> | <u><u>-193,794.00</u></u> | <u><u>31,461.90</u></u> | <u><u>83.8%</u></u> |

Russian River Flood Control District  
Profit & Loss Prev Year Comparison

July 2023 through June 2024

Cash Basis

|  | Jul '23 - Jun 24 | Jul '22 - Jun 23  | \$ Change          | % Change      |
|--|------------------|-------------------|--------------------|---------------|
| Ordinary Income/Expense                |                  |                   |                    |               |
| Income                                 |                  |                   |                    |               |
| 4001 · Contract Water Sales            | 25,897.00        | 317,027.05        | -291,130.05        | -91.8%        |
| 4002 · Surplus Water Sales             | 0.00             | 22,336.69         | -22,336.69         | -100.0%       |
| 4010 · Water Application Fee           | 0.00             | 1,600.00          | -1,600.00          | -100.0%       |
| 4050 · Property Taxes                  | 0.00             | 34,872.50         | -34,872.50         | -100.0%       |
| 4080 · Interest-LAIF                   | 0.00             | 11,520.35         | -11,520.35         | -100.0%       |
| 4081 · Interest-SBMC                   | 0.00             | 55.38             | -55.38             | -100.0%       |
| 4100 · Other Income                    | 0.00             | 257.95            | -257.95            | -100.0%       |
| 4130 · Unrealized Gain(Loss) Invstment | 0.00             | -1,257.20         | 1,257.20           | 100.0%        |
| <b>Total Income</b>                    | <b>25,897.00</b> | <b>386,412.72</b> | <b>-360,515.72</b> | <b>-93.3%</b> |
| Expense                                |                  |                   |                    |               |
| Payroll Expenses                       |                  |                   |                    |               |
| 5001 · Gross Wages                     | 30,000.00        | 132,297.36        | -102,297.36        | -77.3%        |
| 5002 · CalPERS Employer Expense        | 2,293.50         | 9,388.42          | -7,094.92          | -75.6%        |
| 5003 · CalPERS 457 Roth Expense        | 900.00           | 3,950.00          | -3,050.00          | -77.2%        |
| 5004 · Health Insurance                | 3,708.00         | 20,287.00         | -16,579.00         | -81.7%        |
| 5005 · Medicare                        | 488.77           | 2,103.00          | -1,614.23          | -76.8%        |
| 5006 · FICA                            | 2,089.89         | 9,820.16          | -7,730.27          | -78.7%        |
| 5007 · CalPERS 1959 Survivor Billing   | 42.00            | 29.00             | 13.00              | 44.8%         |
| 5008 · CALPERS GASB-68 Fees            | 0.00             | 700.00            | -700.00            | -100.0%       |
| 5009 · Unfunded Pension Liability      | 6,206.00         | 6,311.00          | -105.00            | -1.7%         |
| Payroll Expenses - Other               | 0.00             | 650.00            | -650.00            | -100.0%       |
| <b>Total Payroll Expenses</b>          | <b>45,728.16</b> | <b>185,535.94</b> | <b>-139,807.78</b> | <b>-75.4%</b> |
| Water Supply Expenses                  |                  |                   |                    |               |
| 5020 · Water Rights                    |                  |                   |                    |               |
| 5021 · Annual Fees                     | 0.00             | 16,886.72         | -16,886.72         | -100.0%       |
| 5022 · Legal Counsel                   | 125.46           | 0.00              | 125.46             | 100.0%        |
| 5024 · Meter Maintenance               | 0.00             | 367.61            | -367.61            | -100.0%       |
| 5025 · Meter & Data Mgmt Program       | 521.88           | 3,893.46          | -3,371.58          | -86.6%        |
| <b>Total 5020 · Water Rights</b>       | <b>647.34</b>    | <b>21,147.79</b>  | <b>-20,500.45</b>  | <b>-96.9%</b> |
| 5030 · Projects                        |                  |                   |                    |               |
| 5031 · Grants/Funding Analysis         | 2,625.00         | 3,861.25          | -1,236.25          | -32.0%        |
| 5032 · Outreach & Education            | 0.00             | 92.20             | -92.20             | -100.0%       |
| 5034 · Addtl Water Rights              | 0.00             | 3,737.00          | -3,737.00          | -100.0%       |
| 5035 · RR Water Forum                  | 627.30           | 0.00              | 627.30             | 100.0%        |
| 5038 · Flow Enhancement Planning P...  | 1,512.50         | 0.00              | 1,512.50           | 100.0%        |
| <b>Total 5030 · Projects</b>           | <b>4,764.80</b>  | <b>7,690.45</b>   | <b>-2,925.65</b>   | <b>-38.0%</b> |
| 5040 · USGS, streamflow gage           | 7,237.50         | 5,912.50          | 1,325.00           | 22.4%         |
| 5050 · JPAs                            |                  |                   |                    |               |
| 5051 · IWPC                            | 3,300.00         | 0.00              | 3,300.00           | 100.0%        |
| 5052 · GSA                             | 34,375.00        | 68,750.00         | -34,375.00         | -50.0%        |
| <b>Total 5050 · JPAs</b>               | <b>37,675.00</b> | <b>68,750.00</b>  | <b>-31,075.00</b>  | <b>-45.2%</b> |
| <b>Total Water Supply Expenses</b>     | <b>50,324.64</b> | <b>103,500.74</b> | <b>-53,176.10</b>  | <b>-51.4%</b> |



|  | Jul '23 - Jun 24 | Jul '22 - Jun 23 | \$ Change   | % Change |
|--|------------------|------------------|-------------|----------|
| General & Administrative Exp           |                  |                  |             |          |
| 5100 · Consulting                      |                  |                  |             |          |
| 5101 · Accounting                      | 2,315.51         | 25,904.45        | -23,588.94  | -91.1%   |
| 5102 · Audit                           | -1,500.00        | 19,000.00        | -20,500.00  | -107.9%  |
| 5103 · Engineering                     | 17,570.50        | 0.00             | 17,570.50   | 100.0%   |
| 5105 · Legal                           | 2,093.04         | 24,843.63        | -22,750.59  | -91.6%   |
| 5107 · Outreach                        | 0.00             | 150.00           | -150.00     | -100.0%  |
| 5109 · Human Resources                 | 536.25           | 12,805.00        | -12,268.75  | -95.8%   |
| 5110 · Strategic Planning              | 0.00             | 2,150.00         | -2,150.00   | -100.0%  |
| Total 5100 · Consulting                | 21,015.30        | 84,853.08        | -63,837.78  | -75.2%   |
| 5120 · Vehicle                         | 1,890.99         | 1,243.42         | 647.57      | 52.1%    |
| 5130 · Insurance                       | 6,451.54         | 10,551.55        | -4,100.01   | -38.9%   |
| 5140 · LAFCO Apportionment Fee         | 1,100.37         | 1,268.73         | -168.36     | -13.3%   |
| 5150 · Memberships                     | 0.00             | 5,930.00         | -5,930.00   | -100.0%  |
| 5160 · Office Operating Expenses       | 1,763.75         | 8,159.30         | -6,395.55   | -78.4%   |
| 5161 · Rent, Utilities                 | 1,125.00         | 4,500.00         | -3,375.00   | -75.0%   |
| 5170 · Training & Conferences          | 635.10           | 5,297.45         | -4,662.35   | -88.0%   |
| 5180 · Stipends, Meetings              | 590.28           | 4,650.00         | -4,059.72   | -87.3%   |
| 5190 · Property Tax Admin Fees         | 0.00             | 992.34           | -992.34     | -100.0%  |
| 5200 · Election                        | 0.00             | 331.74           | -331.74     | -100.0%  |
| 5299 · Miscellaneous Expense (Revenue) | 0.00             | -6.00            | 6.00        | 100.0%   |
| Total General & Administrative Exp     | 34,572.33        | 127,771.61       | -93,199.28  | -72.9%   |
| Total Expense                          | 130,625.13       | 416,808.29       | -286,183.16 | -68.7%   |
| Net Ordinary Income                    | -104,728.13      | -30,395.57       | -74,332.56  | -244.6%  |
| Other Income/Expense                   |                  |                  |             |          |
| Other Expense                          |                  |                  |             |          |
| 5700 · Use of Wtr Reliability Reserve  | 46,700.00        | 0.00             | 46,700.00   | 100.0%   |
| 5710 · Use of Capital Reserves         | 10,903.97        | 0.00             | 10,903.97   | 100.0%   |
| Total Other Expense                    | 57,603.97        | 0.00             | 57,603.97   | 100.0%   |
| Net Other Income                       | -57,603.97       | 0.00             | -57,603.97  | -100.0%  |
| Net Income                             | -162,332.10      | -30,395.57       | -131,936.53 | -434.1%  |

Russian River Flood Control District  
Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2024

|  | Jun 30, 24        | Jun 30, 23          | \$ Change          | % Change      |
|--|-------------------|---------------------|--------------------|---------------|
| <b>ASSETS</b>                            |                   |                     |                    |               |
| Current Assets                           |                   |                     |                    |               |
| Checking/Savings                         |                   |                     |                    |               |
| 1000 · SBMC Checking                     | 152,801.13        | 265,565.19          | -112,764.06        | -42.5%        |
| 1001 · SBMC Savings                      |                   |                     |                    |               |
| 1001.02 · Savings Water Reliability Fund | 100,110.49        | 200,110.49          | -100,000.00        | -50.0%        |
| 1001.01 · General Savings                | 100,000.00        | 50,000.00           | 50,000.00          | 100.0%        |
| Total 1001 · SBMC Savings                | 200,110.49        | 250,110.49          | -50,000.00         | -20.0%        |
| 1010 · LAIF                              |                   |                     |                    |               |
| 1011 · Capital Reserve                   | 73,670.00         | 56,000.00           | 17,670.00          | 31.6%         |
| 1012 · Emergency Reserve                 | 37,500.00         | 28,000.00           | 9,500.00           | 33.9%         |
| 1013 · Operating Reserve                 | 255,850.00        | 210,000.00          | 45,850.00          | 21.8%         |
| 1014 · Water Reliability Reserve         | 136,505.13        | 205,602.55          | -69,097.42         | -33.6%        |
| Total 1010 · LAIF                        | 503,525.13        | 499,602.55          | 3,922.58           | 0.8%          |
| 1019 · LAIF - Fair Market Value          | -7,579.72         | -7,579.72           | 0.00               | 0.0%          |
| Total Checking/Savings                   | 848,857.03        | 1,007,698.51        | -158,841.48        | -15.8%        |
| Other Current Assets                     |                   |                     |                    |               |
| 1210 · Interest Receivable               | 0.00              | 3,922.58            | -3,922.58          | -100.0%       |
| Total Other Current Assets               | 0.00              | 3,922.58            | -3,922.58          | -100.0%       |
| Total Current Assets                     | 848,857.03        | 1,011,621.09        | -162,764.06        | -16.1%        |
| Fixed Assets                             |                   |                     |                    |               |
| 1401 · Meters & Vehicles                 | 147,783.80        | 147,783.80          | 0.00               | 0.0%          |
| 1499 · Accumulated Depreciation          | -79,418.55        | -79,418.55          | 0.00               | 0.0%          |
| Total Fixed Assets                       | 68,365.25         | 68,365.25           | 0.00               | 0.0%          |
| Other Assets                             |                   |                     |                    |               |
| 1600 · Deferred Outflows                 | 23,868.00         | 23,868.00           | 0.00               | 0.0%          |
| Total Other Assets                       | 23,868.00         | 23,868.00           | 0.00               | 0.0%          |
| <b>TOTAL ASSETS</b>                      | <b>941,090.28</b> | <b>1,103,854.34</b> | <b>-162,764.06</b> | <b>-14.8%</b> |
| <b>LIABILITIES &amp; EQUITY</b>          |                   |                     |                    |               |
| Liabilities                              |                   |                     |                    |               |
| Current Liabilities                      |                   |                     |                    |               |
| Accounts Payable                         | -5.00             | -5.00               | 0.00               | 0.0%          |
| Other Current Liabilities                |                   |                     |                    |               |
| 2030 · Vacation Accrual                  | 24,980.77         | 24,980.77           | 0.00               | 0.0%          |
| 2050 · Payroll Liabilities               | -25.00            | 406.96              | -431.96            | -106.1%       |
| Total Other Current Liabilities          | 24,955.77         | 25,387.73           | -431.96            | -1.7%         |
| Total Current Liabilities                | 24,950.77         | 25,382.73           | -431.96            | -1.7%         |
| Long Term Liabilities                    |                   |                     |                    |               |

Russian River Flood Control District  
Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2024

|                                       | Jun 30, 24        | Jun 30, 23          | \$ Change          | % Change      |
|---------------------------------------|-------------------|---------------------|--------------------|---------------|
| 2600 · Deferred Inflows               | 4,322.00          | 4,322.00            | 0.00               | 0.0%          |
| 2700 · Net Pension Liability          | 4,893.00          | 4,893.00            | 0.00               | 0.0%          |
| Total Long Term Liabilities           | 9,215.00          | 9,215.00            | 0.00               | 0.0%          |
| Total Liabilities                     | 34,165.77         | 34,597.73           | -431.96            | -1.3%         |
| Equity                                |                   |                     |                    |               |
| 3000 · Opening Bal Equity             | 541,116.95        | 541,116.95          | 0.00               | 0.0%          |
| 3001 · Retained Earnings              | 528,139.66        | 558,535.23          | -30,395.57         | -5.4%         |
| Net Income                            | -162,332.10       | -30,395.57          | -131,936.53        | -434.1%       |
| Total Equity                          | 906,924.51        | 1,069,256.61        | -162,332.10        | -15.2%        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>941,090.28</b> | <b>1,103,854.34</b> | <b>-162,764.06</b> | <b>-14.8%</b> |

## Russian River Flood Control District

## Monthly Payment Detail

Cash Basis

As of August 31, 2023

| Date                       | Name                      | Memo   | Paid Amount |
|----------------------------|---------------------------|--|-------------|
| 1000 · SBMC Checking       |                           |  |             |
| 08/02/2023                 | Cardmember Service        | Credit card 6/13-7/13/23                             | -220.99     |
| 08/08/2023                 | Intuit                    | Monthly & Annual Payroll Subscription                | -505.00     |
| 08/10/2023                 | CalPERS                   | FY23-24 GASB-68 Annual fee                           | -700.00     |
| 08/10/2023                 | Chevalier Vineyard Man... | Meter Reading & downloading, August 2022             | -521.88     |
| 08/10/2023                 | Herum/Crabtree/Suntag     | Legal Counsel, July service dates                    | -920.04     |
| 08/10/2023                 | Mendocino County Audi...  | LAFCo Apportionment Fee for FY 2023-24 invoice 20... | -1,100.37   |
| 08/14/2023                 | Team Mobile               | Monthly cell phone service                           | -168.50     |
| 08/21/2023                 | McCrometer                | Invoice 596483, new meters                           | -10,903.97  |
| 08/21/2023                 | Balance Hydrologics       | Various- billing through 6/30/23                     | -17,570.50  |
| 08/23/2023                 | Eide Bailly               | Accounting, July 2023 service Dates                  | -1,844.26   |
| 08/25/2023                 | LACO                      | July Service Dates - Projects                        | -1,512.50   |
| 08/25/2023                 | UVB Groundwater Susta...  | Member dues for FY 2023-24, Pymt 1 of 2              | -34,375.00  |
| Total 1000 · SBMC Checking |                           |  | -70,343.01  |
| TOTAL                      |                           |  | -70,343.01  |

## Project Water Worksheet as of September 1, 2023

|  |                                    | Current 2023 totals<br>in Acre Feet |
|--|------------------------------------|-------------------------------------|
| <b>Project Water Licensed to MC RRFC &amp; WCID:</b> |                                    | 7940                                |
| <b>Contracted Non-Retail Suppliers:</b>              |                                    | 4992                                |
| <b>Contracted Retail Suppliers:</b>                  |                                    | 2505.15                             |
|  | Calpella CWD                       | 85                                  |
|  | Henry Station Mutual Water Co      | 8                                   |
|  | Hopland PUD                        | 222                                 |
|  | Millview CWD - All Use             | 1171.15                             |
|  | Rogina Water                       | 400                                 |
|  | River Estates Mutual Water Company | 26                                  |
|  | Willow CWD - All Use               | 593                                 |
|  | <b>Contracted Municipals:</b>      | 2505.15                             |
| <b>Contracted Total:</b>                             |                                    | 7497.15                             |
| <b>Current Uncontracted Water Supply for 2023:</b>   |                                    | 442.85                              |

**Redwood Valley County Water District:**

| Month          | Water Requested, in acre feet | Water diverted, in acre feet |
|----------------|-------------------------------|------------------------------|
| Jan 2023       | 40                            | 0                            |
| Feb 2023       | 40                            | 0                            |
| Mar 2023       | 60                            | 0                            |
| Apr 2023       | 60                            | 31.60                        |
| May 2023       | 60                            | 21.36                        |
| June 2023      | 60                            | 94                           |
| July 2023      | 150                           | 173                          |
| Aug 2023       | 150                           |                              |
| Sept 2023      | 150                           |                              |
| Oct 2023       | 100                           |                              |
| Nov 2023       | 40                            |                              |
| Dec 2023       | 0                             |                              |
| <b>Totals:</b> | <b>910</b>                    | <b>320.48</b>                |

**Current Contract Adjustments in 2023:**

|   |     |
|---|-----|
| Surplus water <b>OFFERED FOR TRANSFER</b> from customers in 2023: | 693 |
| Requested surplus by customers for 2023:                          | 15  |

**Total available Surplus for Redwood Valley:** 1120.85

5 **DRAFT MINUTES**  
6 **Regular Meeting of August 7, 2023**  
7 **At District Office: 304 N. State Street, Ukiah, CA 95482**

8 **1. Roll Call**

9 Vice President White called the meeting to order at 5:37 PM.

10 Trustees Present: Christopher Watt, President  
11 Alfred White, Vice President  
12 John Bailey, Treasurer  
13 John Reardan, Trustee

14 Trustees Absent: Tyler Rodrigue, Trustee

15 Staff: Elizabeth Salomone, General Manager

16  
17  
18  
19 **2. Approval of Agenda**

20 Trustee Reardan moved to approve the agenda. Treasurer Bailey seconded the motion. The motion was  
21 approved by the following vote:

22 Ayes: 4 (Reardan, Bailey, White, Watt)  
23 Absent: 1 (Rodrigue)

24  
25 **3. Public Expression**

26 No one indicated interest in speaking.

27 **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

28 **4. Fiscal Year 2023-2024 Budget and Rate Setting**

29 Treasurer Bailey and GM Salomone presented the item. The basic operational costs of the District have  
30 increased, and a shortfall was projected based on the revenue generated from the \$47 per acre foot rate in  
31 place since 2009. An allocation of \$250,000 is recommended to address water supply reliability issues.

32 The Board discussed using a combination of a price per acre foot rate increase and the use of reserves to  
33 meet the projected 2023 deficit as summarized below:

34 Expenses: \$761,700  
35 Revenue: \$567,906

36  
37 Use of Reserves: \$200,000

38  
39 Water Rate for 2023: \$68 per acre foot

40  
41 Total increase from \$47 to \$68 = \$21 per acre foot  
42 (\$14 per acre foot to meet operational deficit)  
43 (\$7 per acre foot for water supply reliability projects)  
44

46  
47  
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55

Vice President White moved to approve Resolution #23-03 Approving Fiscal Year 2023-23 Budget with revenue in the amount of \$567,906, expenses in the amount of \$761,700, and the use of Reserves in the amount of \$200,000, setting the rate per acre foot at \$68 for the 2023 contract year. Trustee Reardan seconded the motion. The motion was approved by a roll call vote:

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

**REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS**

56  
57

**5. Water Supply Conditions Update** - no comments or questions were received.

**6. Consent Calendar**

58  
59  
60  
61

- a) Acceptance of the July 2023 Financial Report
- b) Approval of July 18, 2023 Special Board Meeting minutes
- c) Approval of Policy #23-01 Regarding Revising Policy #18-01 on Bank Account Balances and Investment Options.

Vice President White moved to approve the Consent Calendar. Treasurer Bailey seconded the motion. The motion was approved by the following vote:

62  
63  
64  
65

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

**7. Trustee & Committee Reports**

66  
67  
68  
69  
70  
71  
72

*President Watt* reviewed a press release that was issued only hours prior to the Board Meeting titled “Regional Partners Submit Proposal to Preserve Potter Valley Diversion and Fish Passage Options,” the press release notes that Mendocino County Inland Water and Power Commission, Round Valley Indian Tribes, and Sonoma County Water Agency submitted a proposal to advance a regional solution for preserving flows in the Russian River and improving Eel River fisheries.

**8. General Manager Report & Correspondence** -no comments or questions were received.

**9. Direction on Future Agenda Items**

- District involvement in the proposed new entity related to the proposal submitted to PG&E.
- Fiscal Year End Reports (October)
- General Manager Evaluation

**ADJOURNMENT**

Vice President White moved to adjourn the meeting at 7:38 PM. Trustee Rodrigue seconded the motion. The motion was approved by the following vote:

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

***APPROVED by Board of Trustees on September 11, 2023***

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Secretary of the Board of Trustees

**President**  
*Christopher Watt*

**Vice President**  
*Alfred White*

**Treasurer**  
*John Bailey*

**Trustee**  
*Tyler Rodrigue*

**Trustee**  
*John Reardan*

# Resolution #23-04

of the

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

### Authorizing the State of California Social Security Program for California Public Agencies Application and Agreement

**WHEREAS**, a majority of the eligible employees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District, hereinafter referred to as "Public Agency", who are members of and in positions covered by the California Public Employees' Retirement System; at a majority vote election conducted in accordance with the provisions of Part 4, Division 5, of Title 2 of the California Government Code, Section 218 of the Federal Social Security Act, and regulations promulgated by the Board of Administration of the California Public Employees' Retirement System, hereinafter referred to as "State," voted in favor of coverage under the provisions of the Old-Age, Survivors, Disability and Health Insurance system established by the Federal Social Security Act; and;

**WHEREAS**, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend to such retirement system members and to other eligible employees of the Public Agency in the same coverage group, as defined in Section 218(d)(4) of the Federal Social Security Act, coverage under the said insurance system on behalf of the Public Agency; and

**WHEREAS**, official form "Application and Agreement" containing the terms and conditions under which the State will affect such inclusion has been examined by this body;

**NOW, THEREFORE, BE IT RESOLVED**, that said Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by individuals as employees of the Public Agency as members of a coverage group (as defined in Section 218(d)(4) of the Social Security Act) of the California Public Employees' Retirement System, except the following:



1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 22-03 adopted at a meeting of the Mendocino County Russian River Flood Control & Water Conservation Improvement District on October 2, 2022: Elected Officials, Fee-based positions, Agricultural labor, Student Services.

Effective date of coverage of services under said agreement to be January 1, 2016; and

**BE IT FURTHER RESOLVED**, that Elizabeth Salomone, General Manager, 304 N. State Street #2, Ukiah, CA 95482, is hereby authorized and directed to execute said Application and Agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and

**BE IT FURTHER RESOLVED**, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of General Manager.

**ADOPTED** 11<sup>th</sup> Day of September, by the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District, by the following vote:

|                              |                             |
|------------------------------|-----------------------------|
| Christopher Watt, President  | Yes / No / Abstain / Absent |
| Alfred White, Vice President | Yes / No / Abstain / Absent |
| John Bailey, Treasurer       | Yes / No / Abstain / Absent |
| Tyler Rodrigue, Trustee      | Yes / No / Abstain / Absent |
| John Reardan, Trustee        | Yes / No / Abstain / Absent |

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
 Christopher Watt, Board of Trustees President

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
 Elizabeth Salomone, General Manager

## APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any State or Federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now or hereafter made.

For the purposes of this application and agreement, "Federal System" means Old-Age, Survivors, and Disability and Health Insurance system established by the Federal Social Security Act, "Federal agency" means the Commissioner of Social Security, or successor in function to such officer, "Board" means the Board of Administration of the Public Employees' Retirement System, acting on behalf of the State of California.

The Mendocino County Russian River Flood Control & Water Conservation Improvement District, a public agency as defined in Section 22009 of the Government Code\* hereinafter called Applicant, hereby makes application to the Board to execute a modification to the California State Social Security Agreement extending thereunder the Federal System to all services performed by individuals as employees of the Applicant in a coverage group as defined in Section 218(d)(4) of the Social Security Act\* of the California Public Employees' Retirement System, a deemed retirement system except the following:

1. Those services mandatorily excluded from said agreement by Section 218 of the Social Security Act. \*
2. The following services excluded by option of the Applicant pursuant to Resolution No. 22-03, adopted on October 2, 2022:

Elected Officials, Fee-based positions, Agricultural labor, Student Services

\*See Attachment

In order to carry into effect, the common governmental duties under such statutes and in consideration of the mutual promises hereinafter made, the Applicant and the Board agree as follows:

1. The Board will execute a modification to the California State Social Security Agreement to extend thereunder the Federal System to the services of employees of Applicant as hereinbefore applied for.
2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
3. Applicant shall pay to the Federal Government amounts equivalent to the sum of taxes (employer-employee contributions) imposed under the Federal Insurance Contributions Act if the services of employees covered by the application and agreement constituted employment as defined in such Act. Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations, and said records shall be available for inspection or audit by the Board or its designated representative.
4. Applicant will prepare and submit such wage reports as may be required.

5. Applicant shall pay and reimburse the State at such times as may be determined by the State:
  - (a) Any sums of money that the State may be obligated to pay or forfeit to the Federal Government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the Federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto.
  - (b) In such amounts, as may be determined by the State, its proportionate share of any and all costs incurred by the State in the administration of the Federal System as it affects the Applicant and its employees.
  - (c) In such amounts, as may be determined by the State, the cost of any and all work and services relating to the election for the purposes of coverage under the Federal System held with respect to the coverage group for which coverage under the Federal System is requested herein.
  - (d) In such amounts, as may be determined by the State, the costs of any audits of the books and records of the Applicant made by the State or its designated representatives pursuant to Section 22559 of the Government Code.
6. The coverage herein provided for shall be effective January 1, 2016.
7. That, subject to the aforesaid provisions and applicable law, this application and agreement may be amended by the mutual consent of the parties in writing.

8. After the filing of this application and agreement, its acceptance and execution by the State shall constitute it a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

Mendocino County Russian River Flood Control & Water  
Conservation Improvement District

Signed by:

\_\_\_\_\_  
Authorized Agent

And by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ACCEPTED: \_\_\_\_\_

STATE OF CALIFORNIA  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_

Veronica Silva-Gil  
State Social Security Administrator  
State Social Security Administrator Program

## ATTACHMENT

Section 22009, Government Code:

"Public Agency" means the State, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, or boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935, as amended, the employees of which constitute one or more coverage groups or retirement system coverage groups.

Section 218(d)(4):

For the purposes of subsection (c) of this section, the following employees shall be deemed to be a separate coverage group:

- (A) all employees in positions which were covered by the same retirement system on the date the agreement was made applicable to such system (other than employees to whose services the agreement already applied on such date);
- (B) all employees in positions which became covered by such system at any time after such date; and
- (C) all employees in positions which were covered by such system at any time before such date and to whose services the insurance system established by this title has not been extended before such date because the positions were covered by such retirement system - including employees to whose services the agreement was not applicable on such date because such services were excluded pursuant to subsection (c)(3)(B).

The following services are mandatorily excluded:

- (a) service performed in a policeman's or fireman's position, covered by a retirement system at the time coverage is extended to the Public Agency;
- (b) service performed by an individual who is employed to relieve him from unemployment;
- (c) service performed in a hospital, home, or other institution by a patient or inmate thereof;
- (d) covered transportation service (as defined in Section 210(k) of the Social Security Act, as amended);

- (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section, or service the remuneration for which is excluded from wages by paragraph (2) of Section 209(h);
- (f) service performed by an individual as an employee on a temporary basis in case of fire, storm, snow, earthquake, or similar emergency;
- (g) services performed by election officials or election workers for each calendar year in which the remuneration paid for such service is less than the threshold amount mandated by law.

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

**STAFF REPORT**

**Agenda Item 6d: Ratification of Service Contract with Mendocino County Resource  
Conservation District for Metering and Data Management Program  
Monday, September 11, 2023**

---

**The Strategic Plan** relevant priorities are (1) **Use** by ensuring effective and beneficial use of water as a public resource; and (2) **Administration** by engaging consultant services to support operations & improve transparency, accountability, and consistency across the District.

**Background**

Compliance with the District's Alternative Compliance Plan to the Water Measurement and Reporting Regulation Adopted Pursuant to 2015 Senate Bill 88 requires data collection and management. The District has historically used consultant services to assist in this work with the General Manager contributing significant hours to metering issues, data collection, and data management.

The Mendocino County Resource Conservation District is a trusted local organization that regularly conducts water resources related monitoring and data collection as well as various programs supporting the agricultural community. Previous collaborations and discussions between the two Districts led to the outsourcing of the Metering and Data Management Program to the RCD.

**Discussion**

RCD will conduct regular meter reading, annual data collection and management, meter maintenance & troubleshooting, customer service regarding metering, policy and procedure development, and related tasks in coordination and close communication with the RRFC General Manager.

**Recommended Action(s):**

- Move to approve Ratification of Service Contract with Mendocino County Resource Conservation District for metering and data management program.

**Attachments:**

- Professional Services Agreement between Mendocino County Russian River Flood Control & Water Conservation Improvement District and Mendocino County Resource Conservation District signed by both District Executives on September 1, 2023.

\* \* \* \*

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



*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](mailto:DistrictManager@rrfc.net)*

## PROFESSIONAL SERVICES AGREEMENT

### **Mendocino County Resource Conservation District**

This Professional Services Agreement (Agreement) is entered into between the Mendocino County Russian River Flood Control and Water Conservation Improvement District (“RRFC”), and Mendocino County Resource Conservation District (“MCRCD”).

#### **Recitals**

- A. RRFC sought MCRCD to fill the role described in Scope of Services for the RRFC. After negotiations between the RRFC and MCRCD, the parties have reached an agreement for the performance of professional services in accordance with the terms set forth in this agreement.

**Now therefore, the parties mutually agree as follows:**

1. **Scope of Services.** MCRCD shall perform the services described in Exhibit “A” attached and incorporated by reference. MCRCD shall not use any contractors or subcontractors without RRFC’s prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by MCRCD in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the MCRCD. MCRCD shall submit all requests for extensions of time to the RRFC in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. RRFC shall grant or deny such requests at its sole discretion.
3. **Compensation.**
  - 3.1 **General.** For services performed by MCRCD under this Agreement, RRFC shall pay MCRCD on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference. MCRCD’s fee for this Agreement is Not to Exceed \$22,316.14. MCRCD’s billing rates shall cover all costs and expenses for MCRCD’s performance of this Agreement. No work shall be performed by MCRCD in excess of the Not to Exceed amount without the RRFC’s prior written approval.
  - 3.2 **Invoices.** MCRCD shall submit monthly invoices to the RRFC describing the services performed, including times, dates, and names of persons performing the service.
  - 3.3 **Payment.** Within 30 days after the RRFC’s receipt of invoice, RRFC shall make payment to the MCRCD based upon the services described on the invoice and approved by the RRFC.

4. **Indemnification.** MCRCD shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the RRFC), and hold harmless the RRFC from and against any claims arising out of MCRCD's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the RRFC.

In this section, "RRFC" means the RRFC, its officials, officers, agents, employees and volunteers; "MCRCD" means the MCRCD, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the RRFC is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

5. **Insurance.**

5.1 **General.** MCRCD shall, throughout the duration of this Agreement, maintain insurance to cover MCRCD, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$1,000,000 general aggregate and \$500,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$500,000 per accident for bodily injury and property damage.

5.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.5 **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of MCRCD in an amount not less than \$1,000,000 per claim.

5.6 **Endorsements.** MCRCD shall obtain endorsements to the automobile and commercial general liability with the following provisions:

5.6.1 The RRFC (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.6.2 For any claims related to this Agreement, MCRCD's coverage shall be primary insurance with respect to the RRFC. Any insurance maintained by the RRFC shall be in excess of the MCRCD's insurance and shall not contribute with it.

5.7 **Notice of Cancellation.** MCRCD shall notify the RRFC if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. MCRCD shall immediately obtain a replacement policy.

- 5.8 **Authorized Insurers.** All insurance companies providing coverage to MCRCD shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 5.9 **Insurance Certificate.** MCRCD shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the RRFC, before the RRFC signs this Agreement.
- 5.10 **Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, MCRCD shall provide a substitute certificate of insurance.
- 5.11 **MCRCD's Obligation.** Maintenance of insurance by the MCRCD as specified in this Agreement shall in no way be interpreted as relieving the MCRCD of any responsibility whatsoever (including indemnity obligations under this Agreement), and the MCRCD may carry, at its own expense, such additional insurance as it deems necessary.

- 6. **Independent Contractor Status; Conflicts of Interest.** MCRCD is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. MCRCD is not RRFC's employee and MCRCD shall have no authority, express or implied, to act on behalf of the RRFC as an agent, or to bind the RRFC to any obligation, unless the RRFC provides prior written authorization. MCRCD is free to work for other entities while under contract with the RRFC. MCRCD, and its agents or employees, are not entitled to RRFC benefits.

MCRCD (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If MCRCD maintains or acquires such a conflicting interest, the RRFC may terminate any contract (including this Agreement) involving MCRCD's conflicting interest.

- 7. **Termination.** Either party may terminate this Agreement by giving ten days written notice to the other party. Upon termination, MCRCD shall give the RRFC all original documents, including preliminary drafts and supporting documents, prepared by MCRCD for this Agreement. The RRFC shall pay MCRCD for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 8. **Ownership of Work.** All original documents prepared by MCRCD for this Agreement, whether complete or in progress, are the property of the RRFC, and shall be given to the RRFC at the completion of MCRCD's services, or upon demand from the RRFC. No such documents shall be revealed or made available by MCRCD to any third party without the RRFC's prior written consent.

**9. Miscellaneous.**

**9.1 Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To: MCRCD:  
*Stephanie Garrabrant-Sierra, Executive Director*  
410 Jones Street  
Ukiah, CA 95482

To RRFC:  
*Elizabeth Salomone, General Manager*  
PO Box 2104  
Ukiah, CA 95482

With a copy to:  
Joe Scriven, Assistant Executive Director  
410 Jones St., C-3, Ukiah, CA 95482

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

- 9.2 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to MCRCD's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 9.3 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 9.5 Assignment and Delegation.** MCRCD may not assign, transfer, or delegate this Agreement or any portion of it without the RRFC's written consent. Any attempt to do so will be void. RRFC's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 9.6 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 9.7 Compliance with the Law.** MCRCD shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8 Business Entity Status.** MCRCD is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to MCRCD. RRFC may void this Agreement if MCRCD is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, RRFC may take steps to have this Agreement declared voidable.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements.

If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**10. Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the MCRCD and the RRFC. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


The parties agree to the full performance of the terms set forth here.

“MCRCD”

By:   
Signature  
*Stephanie Garrabrant-Sierra, Executive Director*  
410 Jones Street  
Ukiah, CA 95482  
707-462-3664  
[Stephanie.Sierra@mcrcd.org](mailto:Stephanie.Sierra@mcrcd.org)

Date: 9/1/23

“RRFC”

By:   
Signature  
*Elizabeth Salomone, General Manager*  
PO Box 2104  
Ukiah, CA 95482  
707-462-5278  
[DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)

Date: 9/1/23

Exhibits:

- A Scope of Services
- B Schedule of Fees and Costs

## A. SCOPE OF SERVICES

### Overview

MCRCD's Associate Project Manager will provide the below services to RRFC as scheduling and obligations from other projects allow. While seasonal variability is expected, MCRCD and RRFC will coordinate to ensure that this project will generally take up no more than 20% of Associate Project Manager's hours.

#### 1. Initial start-up

Train with Russian River Flood Control (RRFC) General Manager on how to read, download, inspect, and perform some maintenance to meters. This includes field ride-along(s) with RRFC to learn the route and meeting with Performance Pump to learn inspection, troubleshooting, and proper installation of meters.

#### 2. Meter Readings

Meter readings will be the primary activity of the contract. Record readings from meters, keeping an eye out for malfunctions, obstructions, etc. that could or are impairing accurate diversion recording of meter.

- Monthly readings
  - During irrigation season: Approximately 45 agricultural locations (may vary per month) and 10 water supply agency meters. Usually, can do the monthly rounds in summer in 2 days with one driver, one hopping out to open gates, etc.
  - Year-round: Approximately 5 domestic meters plus several water supply agency meters. Off-season monitoring should only take a few hours per month.
- Annually in October: download data from meters. Downloads usually take an average of 25 minutes each, not including travel time to the meter.

#### 3. Repairs

Assess malfunction in field and through communication with Customers. Communicate with manufacturer and run diagnostic program if needed. Obtain return authorization, uninstall meter, and prepare for return by packaging properly and arranging for shipping. Track progress, deliver to customer, and inspect reinstallation. A care and maintenance plan could be developed to offset some of the malfunctions.

#### 4. Ordering

Work with Customers to obtain accurate measurements for new meter purchase. Contact sales representative, contact RRFC for purchase order, place order, receive meter, and deliver to customer. Inspect installation. Most required meters have been obtained but on average, a couple of meters a year are needed.

#### 6. Data Management

Keep accurate records including RRFC tracking spreadsheet with inventory, repairs, etc. Collaborate on database improvement and data presentation, including GIS

#### 7. Program Support

Attend relevant meetings on water use programs and policy, as needed. Collaborate on development of the metering program. Assist RRFC in compliance with implementing its Senate Bill 88 Alternative Compliance Plan.

#### 8. Communication

Minimum of 1 meeting per month with RRFC to provide update (phone or email is fine.) Additional emails, texts, calls as needed.

**B. SCHEDULE OF FEES and COSTS**

| <b>Position</b>                        | <b>Rate</b> | <b># of Hours</b> | <b>Total (\$)</b>  |
|--|-------------|-------------------|--------------------|
| Executive Director                     | 118.97      | 6                 | 713.82             |
| Business Manager                       | 96.86       | 12                | 1,162.32           |
| Associate Project Manager (avg. 20/mo) | 85.00       | 240               | 20,400             |
|  |             |                   |                    |
| Mileage                                |             |                   | 50                 |
|  |             |                   | <b>\$22,326.14</b> |



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

## **General Manager's Report for August 2023**

*Presented at Special Meeting of Monday, September 11, 2023*

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

(1: Improved river & reservoir operations. 2: Fair & reliable inter-basin. 3: Expanded water sources. 4: Increased storage capacity)

**1-Potter Valley Project (PVP) Operations:** (1) On July 5, 2023, the Federal Energy Regulatory Commission (FERC) issued a notice of comment period closing August 4, 2023 on PG&E's flow variance request. Comments and Motions to Intervene were submitted by many organizations. No decision by FERC has been received at the time of writing this report, though a collective of organizations submitted a letter to FERC urging quick consideration and approval. (2) PG&E filed a long-term flow regime request to FERC on July 31, 2023. "...the need for the proposed Long-Term Flow Regime is expected to begin in January 2024 and extend until Project Decommissioning is completed, and the "variance period" for each year is defined as the period from May 16 until Lake Pillsbury storage exceeds 36,000-acre feet (af) after October 1 of each year." This is considered a change to the license and may take many months to years for FERC consideration and potential approval.

**2-Russian River Water Forum:** The August 3, 2023 Planning Group meeting was rescheduled at late notice to August 17, 2023. In the meantime, three organizations issued a press release announcing a proposal submitted to PG&E. Mendocino County Inland Water and Power Commission, the Round Valley Indian Tribes, and Sonoma County Water Agency submitted a proposal in early August 2023 "to Preserve Potter Valley Diversion and Fish Passage Options." This proposal was the main discussion point at the August 17<sup>th</sup> Planning Group meeting. The Steering Committee met August 18<sup>th</sup>. The Water Rights & Water Management Working Group met August 21<sup>st</sup> as well as presenting at the August 17<sup>th</sup> Planning Group meeting. The Water Supply & Fisheries Working Group has not met since July 19<sup>th</sup>, and the three remaining groups (Governance Working Group, Economics Working Group, and the Russian River Resiliency Subcommittee) have not had any meetings scheduled, yet. The September 7<sup>th</sup> Planning Group meeting was cancelled at short notice and the next meeting is on the previously scheduled date of October 5<sup>th</sup>. More information: <https://russianriverwaterforum.org/>

**2-Eel/Russian River Trans Basin Diversion Future:** (1) On August 7, 2023 Mendocino County Inland Water and Power Commission, Round Valley Indian Tribes, and Sonoma County Water Agency ("Proponents") announced in a press release a proposal submitted to PG&E the week prior "to advance a regional solution for preserving flows in the Russian River and improving Eel River fisheries." (More information can be found: <https://rrfc.specialdistrict.org/updates> .) At the RR Water Forum Planning Group meeting held the following week, Proponents presented the proposal and received comments and questions. Forum facilitators issued a notice cancelling the September 7<sup>th</sup> Planning Group meeting with the following message: "The Proponents are in the early stage of efforts to meet the initial deadlines identified in the proposal to PG&E which includes formation of a JPA as the Regional Entity by 12/31/23 and convening a table to negotiate a settlement agreement with respect to the approach to the New Eel-Russian Facility in the license surrender application by 10/31/23. These efforts are being discussed and direction is being provided by respective Boards and Councils. Discussions are also proceeding with regard to how to formally involve the Russian River Water Forum in the effort to create the New Eel-Russian Facility. We hope to be able to share more complete updates by the October Planning Group meeting." (2) Numerous organizations have filed comments and Motions to Intervene to FERC on the PG&E license transfer. There is general concern that the license transfer could impact PG&E's response to decommissioning the Potter Valley Project.

*(Continued...)*



**Priority 2: Collaboration ~ Work with partners to achieve aligned goals for a common benefit.**

(1: Trusted relationships with community partners for regional water security. 2: Improved diversity, equity, and inclusion in the stewardship of water resources. 3: Expanded relationships with non-traditional partners and stakeholders in pursuit of enhanced Environmental Stewardship.)

**1-Groundwater Sustainability Agency (GSA):** The Technical Advisory Committee met on August 30<sup>th</sup>, receiving reports on the Groundwater Sustainability Plan feedback from the Department of Water Resources, monitoring, the 5 year evaluation of the Groundwater Sustainability Plan, the County's efforts to develop a Water Extraction Ordinance, and the Rate and Fee Study progress. The GSA Board met directly after and received a report on a Fish & Wildlife Restoration Grant opportunity and directed Staff to work with the City of Ukiah on grant application task financing. The Board also reviewed the Groundwater Sustainability Plan feedback from the Department of Water Resources, the Rate and Fee Study progress, the 5 year evaluation of the Groundwater Sustainability Plan, and an item on a grant application.

**Priority 3: Advocacy ~ Influence outreach, education, funding, regulation, and legislation in support of equitable water resource stewardship.**

(1: Improved public awareness and understanding of the importance of water issues. 2: State and Federal governmental policy and funding support for the region.)

**2-ACWA:** Quarterly Committee meetings were held. I attended several, hearing from State Water Board on Groundwater Sustainability Plans, updates on legislative matters, etc.

**Priority 4: Use ~ Ensure effective and beneficial use of water as a public resource.**

(1: Maximum beneficial use of water under District water right license. 2: Strategic use of water by customers.)

**1-Water Right License Change Petition:** Balance Hydrologics Engineers and GM Salomone met with representatives from Mendocino County Farm Bureau and CA Land Stewardship Institute to coordinate efforts on data collection and analyzation. Staff continue to progress on the change petition.

**1-SB88 Compliance:** The State Water Resources Control Board held a virtual listening session on the Water Measurement and Reporting Regulation Adopted Pursuant to 2015 Senate Bill 88. "The purpose of this listening session is for staff from the State Water Resources Control Board's Division of Water Rights to listen to and document public feedback on the Water Measurement and Reporting Regulation. Board staff particularly wish to better understand areas of confusion and barriers to compliance with the regulation. Feedback received at this listening session will inform forthcoming compliance assistance materials and other guidance to comply with the regulation." Additionally, the presenters interviewed GM Salomone to better understand the obstacles to implementation of the Regulation in the Upper Russian River for the District and other water right holders.

**1-Metering Program:** See Agenda Item 6d) Ratification of Service Contract with Mendocino County Resource Conservation District for metering and data management program.

**Priority 5: Administration ~ 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 and human resources to execute the strategic plan. 4: Sound and sustainable management of District finances.)

**3-Effective Systems - Meters:** Some of the new meters required to comply with the Resulting from the tour of the customer points of diversion that need upgrading to be compliant with Water Measurement and Reporting Regulation Adopted Pursuant to 2015 Senate Bill 88 & District Ordinance #17-01 were received and installation is being scheduled and conducted by Performance Pump. As per the Ordinance, the District purchases meters and Customers are required to cover the costs and work of installation, however, many

(Continued...)

choose to use Performance Pump. Some meter conversion kits for the retail water districts are on back order. Staff plan to prepare recommended amendments to the Ordinance and Alternative Compliance Plan in the near future.

**3-Human Resources:** A local employment agency has been engaged to assist with finding temporary part time administrative help, however, GM has de-prioritized this effort until the Resource Conservation District metering program training is complete.

**4-Finances: (a)** A letter went to customers to announce the approved Fiscal Year 2023-2024 Budget and Rate Setting. The letter and related materials are posted on the website: <https://www.rrfc.net/finances> **(b)** GM continues to work with the District's Accountant on fiscal year end work, budgeting, QuickBooks improvements, and reporting.

### Community Meetings

**Local Agency Formation Commission (LAFCo) (8/7/23):** Nothing water related to report.

**Upper Russian River Water Agency (URRWA) (8/2/23):** Cancelled

**Willow Water District (8/14/23):** Housing developer, Guillon Inc., is seeking to pay (defer) Willow service connection fees out of escrow when house sells rather than up front prior to construction of the house. Various contingencies to pay fees in case of changed conditions. Concerns about cost and timing to install infrastructure to serve project. Goal is to break ground spring 2024. RRFC rate increase was discussed, including possibly increasing RRFC contract quantity in response to the 171 houses planned by Guillon at Bella Vista. A brief overview of the New Eel-Russian Facility proposal was provided. GM reported that they are working on fixing leaks in all Districts. Redwood Valley water treatment plant is running well. Using plant during week and shutting down on weekend and using inter-tie. Title 22 water quality sampling in all districts to occur in coming weeks. Willow Board moved to rescind water conservation resolution and drop the drought and water conservation standing agenda items. Proposed Ukiah Valley Water providers consolidation is waiting to receive comments from state on draft consolidation agreement. Fiscal Year 2023/2024 budget discussion with approval deferred to a future meeting.

**Mendocino County Inland Water & Power Commission (MCIWPC) (8/10/23):** A closed session was held, no report out. In open session, IWPC Chair Pauli recommended IWPC business planning ad-hoc meet with Sonoma County's business planning group. PG&E long-term flow regime request filed and comment period expected to begin soon. IWPC will oppose.

**Hopland Public Utility District (8/10/23):** No one from the District attended.

**Millview Water District (8/15/23):** Report to be provided at meeting.

**City of Ukiah (8/16/23):** Nothing water related to report.

**Calpella Water District (8/16/23):** No one from the District attended.

**Redwood Valley Water District (8/17/23):** Report to be provided at meeting.

\* \* \* \*