

RESOLUTION NO. 2020-05
UKIAH VALLEY SANITATION DISTRICT

WHEREAS, the Upper Russian River Water Agency, Joint Powers Agency ("URRWA") is an association of five (5) separate and distinct governmental entities that provide water and sewer services to properties located in the Ukiah Valley, California that was originally formed in December 29, 2014, pursuant to a Joint Powers Agreement ("JPA") in accord with California *Government Code* §6500 et. seq.;

WHEREAS, the JPA was amended November 12, 2016 and September 9, 2020;

WHEREAS, the Districts that are currently members of the URRWA are: Calpella County Water District (Calpella); Millview County Water District (Millview); Willow County Water District (Willow); Redwood Valley County Water District (Redwood); and, Ukiah Valley Sanitation District ("UVSD"). Said districts are defined in the JPA, and hereinafter referred to as "Constituents" (JPA, Definitions, section 1, subdivision C);

WHEREAS, the URRWA Board had a hearing on proposed amendments to the JPA on October 7, 2020;

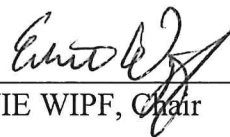
WHEREAS, the URRWA Board by a unanimous vote approved the proposed amendments to the JPA, as more particularly set forth in a Resolution that is attached hereto and marked Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Ukiah Valley Sanitation District hereby ratifies the URRWA Resolution (Exhibit A) as submitted and instructs its Chair to sign this Resolution.

Adopted at a regular meeting of the Board of Directors of the Ukiah Valley Sanitation District this 14th day of October 2020.



WING-SEE FOX, General Manager



ERNIE WIPF, Chair

AYES: Wipf, Marshall, McNerlin, Bawcom, Horsley
NOES: None.
ABSTAIN: None.
ABSENT: None.

Attest:



Secretary of the Board

Exhibit A

THIRD AMENDMENT TO THE UPPER RUSSIAN RIVER WATER AGENCY JOINT POWERS AGREEMENT

THIS THIRD AMENDMENT TO THE UPPER RUSSIAN RIVER WATER AGENCY JOINT POWERS AGREEMENT is made this ___ day of October, 2020, and shall be effective as provided below, by and between WILLOW COUNTY WATER DISTRICT (hereinafter referred to as "Willow"), REDWOOD VALLEY COUNTY WATER DISTRICT (hereinafter referred to as "Redwood Valley"), CALPELLA COUNTY WATER DISTRICT (hereinafter referred to as "Calpella,"), MILLVIEW COUNTY WATER DISTRICT (hereinafter referred to as "Millview") and UKIAH VALLEY SANITATION DISTRICT (hereinafter referred to as "UVSD").

A. WHEREAS, Willow, Redwood Valley, Calpella, Millview and UVSD as municipal water purveyors desire to form an entity to exercise such of their common powers as the members of the agency may by super majority agree to exercise to, in order to provide more effective and economical services to their customers and to respond in union to water issues arising in the Upper Russian River Watershed.

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

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

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

- A. Agreement: The term, "Agreement" refers to this Joint Powers Agreement, by and between Calpella, Willow, Redwood Valley, Millview, UVSD as may be amended from time to time as provided herein.
- B. Agency: The term, "Agency" refers to the UPPER RUSSIAN RIVER WATER AGENCY.
- C. Constituents: The term, "Constituents" refers to Willow, Redwood Valley, Calpella, Millview and Ukiah Valley Sanitation District.
- D. Super Majority Vote. The phrase "Super Majority Vote" is defined as a vote in favor of the motion by the Board members representing not less than 80% of the Constituents."

2. Purpose and Creation of the Upper Russian River Water Agency. This agreement is made pursuant to the Joint Powers Law, in order to: (a) make use of economies of scale; (b) provide for the joint exercise of such common powers of the Constituents which are either

enumerated herein, or which are agreed to be exercised by the agency by a super majority vote of the Constituents; (c) to provide a method of jointly addressing issues of concern to the Constituents with respect to water and sewer issues; and, (d) foster coordination of effort concerning these issues.

3. Filing of this Agreement. Within thirty (30) days after the effective date of this Agreement, or any amendment hereto, the Agency will cause a notice of this Agreement or amendment to be prepared and filed with the Office of the California Secretary of State in the manner set forth in Section 6503.5 of the Joint Powers Law.

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

5. Preservation of Records. The Agency shall cause all records regarding its formation, existence, and the proceedings pertaining to its termination to be retained for at least six (6) years following dissolution of the Agency. The Agency may deposit those records with one of the Constituents.

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

- A. To make and enter contracts;
- B. To manage, maintain or operate any building, works or improvements water works or sewer works owned by the Agency, but not those owned by the Constituents;
- C. To enter into a contract or contracts to maintain or operate any building, work of improvement, water works or sewer works owned by a Constituent;
- D. To insure against liability;
- E. To incur debts, liabilities or obligations;
- F. To sue and be sued in its own name;
- G. To acquire, hold and alienate real property, personal property, or usufructuary property;
- H. To negotiate for the purchase of water and/or water rights by the Constituents from the Mendocino County Russian River Flood Control and Water Conservation Improvement District and others;

- I. To receive the assignment of water rights;
 - J. To contract with third parties for water supply agreements for use within the territories of the Constituents;
 - K. To contract with third parties for the purchase or other acquisition of water rights for use within the territories of the Constituents;
 - L. To develop new sources of water for use within the territories of the Constituents; in. to allocate among the Constituents entitlement to such water and water rights in such manner as the Constituents may agree;
 - M. To take such action as may be necessary to preserve contract rights and water rights;
 - O. To investigate, consider, adopt and implement a groundwater management plan; and to establish programs for the management of underground water supplies and replenishment thereof; and to assume monitoring and reporting responsibilities related to groundwater water supplies all as permitted by Water Code §31048, or any other provision of law; and to apply for grants pursuant and to initiate or participate in investigations, studies, and to plan and design criteria for the construction of groundwater projects; and to coordinate the same within the territorial boundaries of the Constituents as may be allowed or required by law.
 - P. To prepare, adopt, update and implement urban water management plans and agricultural water management plans; and to provide for efficient water management practices and water conservation; and to coordinate the same within the boundaries of the Constituents as allowed or required by law;
 - Q. To take such actions as are necessary to advocate and foster the fullest possible application of county of origin protections and for the allocation of such waters within the territorial boundaries of the Constituents as allowed or required by law; and,
 - R. To oppose the exportation of water outside of the county of origin.
7. Powers not granted.
- A. The Constituents hold and control all powers not specifically granted to the Agency
 - B. No debt, liability or obligation of the Agency shall be, or shall be deemed to be a debt, liability or obligation of any Constituent.

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

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

- A. Each Constituent shall appoint one member of the Board. Each member of the Board must be an elected member of the governing body of a Constituent; or, a person appointed to complete an unexpired term of an elected member of the governing body of a Constituent. Each member of the Board shall have one vote. Each member of the Board shall serve in his or her individual capacity but at the pleasure of the appointing authority. The vote of each Board member may be directed by the governing body of the Constituent having appointed the Board Member.
- B. All actions by the Board must be by super majority vote of all Constituents at a meeting of the Board noticed in compliance with the Brown Act.
- C. The Board shall have the power to:
 - (1) Set compensation of the Board members and officers;
 - (2) Appoint a director, bookkeeper or accountant, engineer and such other officers and employees as the Agency may require and to set their compensation and to assign them such duties and responsibilities as the Board may direct; and,
 - (3) Take all other actions normally allowed to a governing board but subject to the limitations of such powers of the Agency set forth herein.

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

- A. Plan, coordinate and implement policy for the Agency;
- B. Provide oversight of Agency operations;
- C. Promulgate policies, set standards, keep records, make technical evaluations, and negotiate and enter into agreements with public and private parties;
- D. Keep the Constituents informed of all Board actions;

- E. Assure compliance with the provisions of the Ralph M. Brown Act commencing with Government Code section 54950 or any successor legislation hereinafter enacted;
- F. Assure that minutes of all meetings are kept and properly disseminated;
- G. Adopt By-Laws consistent with the provisions of this agreement;
- H. Obtain and keep in force such insurance protection as is necessary to protect the interest of the Agency, its governing Board, the Constituents and the public;
- I. Assume the defense of, indemnify and save harmless each Constituent and its respective directors, officers, agents, and employees from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken pursuant to this agreement;
- J. Adopt a budget each year;
- K. Maintain a regular set of account records; and,
- L. To adopt a conflict of interest code as required by law.
- M. The members of the governing board shall be responsible for reporting on the activities of the Agency to their respective Constituents.

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

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

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

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

If to Willow: Willow County Water District
Attention: General Manager,
151 Laws Avenue
Ukiah, CA 9548

If to Ukiah Valley Sanitation District Ukiah Valley Sanitation District
Attention: General Manager,
151 Laws Avenue
Ukiah, CA 9548

11. Addition of Constituents. Any public agency that is a purveyor of water, or an operator of a sewer treatment or collection system, or both, which is located within the Russian River Watershed may apply to become a Constituent of the Upper Russian River Water Agency. The Board may approve the application, approve it with conditions or reject the application. If the application is approved by the URRWA Board or approved by the URRWA Board with conditions, each of the governing bodies of the Constituents must ratify the application as submitted. If the URRWA Board rejects the application, the public agency's only remedy is to submit a new application. There is no right to appeal a rejection of the application by the URRWA Board to the Constituent boards. Failure by any Constituent board to ratify the URRWA Boards action within 60 days after having received a notice of the URRWA Board approval or approval with conditions shall be deemed a rejection of the public agency's application and no further action may be taken on the application by the URRWA Board.

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

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

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

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

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

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

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

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

20. How the Agency May Act. The Agency may act or authorize others to act on its behalf only through the adoption of motions or resolutions passed by a super majority vote. When such motions or resolutions are adopted, they shall specifically state the extent of the authority of the person or entity to so act.

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

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

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

Calpella County Water District
Signature _____
By _____

Millview County Water District
Signature _____
By _____

Dated _____

Redwood Valley County Water District
Signature _____

By _____

Dated _____

Dated _____

Willow County Water District
Signature _____

By _____

Dated _____

Ukiah Valley Sanitation District

Signature *Ernie Wipf*

By Ernie Wipf, Board Chair

Dated 10/15/2020