

**Konocti County Water District  
Special Board Meeting  
Tuesday July 9, 2024**

**Time:** 10:00 A.M.

**Location:** Konocti County Water District  
15844 35<sup>th</sup> Ave, Clearlake

**1.0 Call to Order**

**2.0 Public Input:** This is the time for any member of the public to address the Board on any matter not on the agenda that is within the subject matter of the jurisdiction of the Board. Please complete a Board Meeting Public Comment Slip and present it to the Clerk prior to the start of the meeting. The Brown Act, with limited exceptions, does not allow the Board or staff to discuss issues brought forth under Public Comment. The Board cannot take action on non-agenda items. Please note that comments from the public will also be taken on each agenda item before consideration by the Board. Comments shall be limited to three minutes per person.

**3.0 Special Items:**

**3.1\*\*City of Clearlake – Receive Presentation by City of Clearlake re potential Joint Powers Agreement**

**3.2\*\*Letter to customer- Need signature to send out- KP**

**3.3\*\*May 22 2024 minutes revised -Need new signature -KP**

**3.4\*\*Board & GM Access to video recording system, video system policy. Recording of Closed Session Board Meetings- GM**

**4.0 Closed Session:**

**4.1 Public Employee Performance Evaluation Title:  
Auditor/Board Secretary Gov. Code section 54957.**

**5.0 Adjournment**

**Please Note:** Agenda items listed with asterisks (\*\*) have additional information available for public review at the business office. **CONSIDERATION OF ITEMS NOT APPEARING ON THE POSTED AGENDA** – Consideration of items not appearing on the posted agenda, if necessary, requires the following board action prior to consideration; 1) a determination by a majority vote of the board that an emergency situation exists (as defined in section 54956.9 of the Brown Act); 2) a determination by a two-thirds vote of the legislative body or, if less than two-thirds vote of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

**REQUEST FOR DISABILITY – RELATED MODIFICATION OR ACCOMMODATION:** A request for a disability-related modification or accommodation necessary to participate in the Konocti County Water District Board Meeting should be made in writing to the Auditor/Secretary at least 48 hours prior to the meeting.

**JOINT EXERCISE OF POWERS AGREEMENT FOR  
THE UKIAH VALLEY WATER AUTHORITY**

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) becomes effective on the date (“Effective Date”) it is executed on behalf of the last of the Parties to do so in Ukiah, California, among the City of Ukiah, a general law municipal corporation (the “City”), Millview County Water District (“Millview”), and Redwood Valley County Water District (“Redwood”), both County Water Districts formed pursuant to Division 12 of the California Water Code, commencing with Section 30000) (collectively the “Districts,” when referring to Millview or Redwood, and the “Parties,” when referring to the Districts and the City, and individually a “Party”), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California.

**RECITALS:**

1. The Parties are each empowered by law to acquire real property, construct, equip, staff, maintain, operate and lease public and private improved and unimproved real and personal property and related facilities, including, but not limited to, water sources and water rights, to provide water and wastewater collection and treatment services, set and collect fees for service, including connection fees and fees for permits and other purposes, and to borrow funds for said purposes. Each of the Parties is authorized and obligated to deliver a clean, safe, and reliable water supply to its customers and constituents.

2. Each of the Parties is a public agency, as defined in the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the “JEP Act”) at Government Code Section 6500, authorized and empowered to contract for the joint exercise of common powers under the JEP Act.

3. The JEP Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement, including, but not limited to, the authority to levy a fee, assessment, or tax. Under Government Code Section 6502, it shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised.

4. The Parties recognize the benefits to each and all of them that will result from the coordinated use of their respective water resources and water systems before or without formal annexation or consolidation of the Parties into a single agency. The Parties enter into this Agreement to immediately maximize use of their respective and collective existing resources, create cost-saving opportunities, reduce duplication, maintain local control, and continue to deliver water services at a high level of service for the benefit of their customers and constituents.

5. The Parties desire to, and by this Agreement do, create a joint powers authority pursuant to the JEP Act that is named the Ukiah Valley Water Authority (“UVWA”).

6. The Parties recognize the benefits to each and all of them that will result from the immediately combined administration, operation, and maintenance of their respective water systems as a single and integrated water system before or without formal annexation or consolidation of the Parties into a single agency. The Parties intend this Agreement in part to enable UVWA’s receipt of much-needed State funding to improve and integrate water system infrastructure across the Parties’ respective service areas. As any such funding becomes available, the Parties recognize UVWA or another local government agency will be responsible for obtaining and allocating such funds and implementing projects and improvements and integrating the Parties’ respective water systems into a Combined Water System.

7. The Parties recognize that the coordination of water resources and combination of water services as

provided for in this Agreement will require the City to seek changes in organization as provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "CKH Act") and which changes in organization may need to be approved by the Mendocino Local Agency Formation Commission, and other local agencies.

8. The Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this Agreement.

9. The Parties have determined that the goal of this Agreement shall be to combine and coordinate the operations of their respective water systems to obtain efficiencies not otherwise available by operation as a Combined Water System in accordance with the terms of this Agreement before or without formal annexation or consolidation of the Parties into a single agency, except as the law may otherwise require, as they may otherwise subsequently agree, or as this Agreement provides otherwise.

10. Each Party shall retain ownership of its respective system as it exists on the Effective Date or as it may be modified, added to, or enlarged in the future, unless and until a change of organization affecting such ownership is approved pursuant to the CKH Act or other law, as may be required as a condition of grant funding.

11. Among the assets the Parties bring to the Combined System are water rights. Nothing in this Agreement shall be interpreted to transfer such a water right from a Party to UVWA or to another Party; any such transfers shall occur in the manner required by law. Other than as expressly addressed herein, this Agreement shall not be interpreted to require the use of a water right other than as currently permitted by law. Similarly, some assets are subject to liens for debt and other such claims. Nothing in this Agreement shall require or authorize any act in contravention of such third-party rights. However, it is the goal of this Agreement to achieve a Combined Water System and to obtain the right to serve water throughout the combined service areas of the Parties without respect to its source.

12. The approval of this Agreement is not a project subject to the California Environmental Quality Act (CEQA) because it does not require more than the operation of the Parties' respective Water Systems to serve their existing customers and will therefore have no reasonably foreseeable impact on the environment. (State CEQA Guidelines section 15378(b)(2), (4), (5); section 15061(b)(3) [the "common sense" exemption].) However, the implementation of this Agreement will likely involve "projects" within the meaning of CEQA, such as annexations under the Cortese-Knox-Hertzberg Act, the construction of water utility infrastructure, and the amendment of water rights. It is not presently possible to accurately foresee the details of such projects and evaluation of their impacts now would be unduly speculative. Accordingly, review of the environmental impacts of such projects is therefore appropriately undertaken when those projects are proposed, and their details better known. Such review shall be informed by applicable law, including these CEQA exemptions: CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15303 (new construction or conversion of small structures), 15319 (annexations of existing facilities), and 15320 (changes in organization of local governments).

**AGREEMENT:**

Based on the foregoing Recitals, which are incorporated in this Agreement by this reference, and the terms and conditions set forth below, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

Section 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated below unless

the context shall plainly require otherwise:

“Collaborate” is defined in Section 5.B.4 below.

“Combined Water System” means two or more Parties’ Water Systems and all the components thereof as may be altered, improved, constructed, or added to after the date the respective Party executes this Agreement, which have been operationally integrated in the performance of this Agreement.

“Effective Date” is defined in the introductory paragraph above.

“Legislative Body(ies)” means each District’s Board of Directors and the City Council of the City.

“Representative” means a member of a Party’s Legislative Body appointed by that Legislative Body to serve on the Water Executive Committee.

“Revenues” means any and all revenues produced by the Combined Water System and other operations authorized in this Agreement, including, but not limited to, revenues from fees and charges described in Sections 6.A.3, 6.A.4 and 6.A.5.

“Services” means the City’s exercise of the joint powers conferred by this Agreement pursuant to Section 6.

“Services Start Date” means the first July 1 after the Effective Date unless the City and the Water Executive Committee otherwise agree in writing.

“Water Executive Committee” means the body comprised of two Representatives from each Party and the duties, authorities, and responsibilities of which as to the Combined Water System are defined in this Agreement.

“Water System” means a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage water for any use provided for by law. A description of each Party’s respective Water System as of the Effective Date is attached hereto as Exhibit A. Rolling stock and other tangibles the City uses to provide the Services do not constitute part of any other Party’s Water System.

“Water System Enterprise Fund” means the fund or funds established by the City to account for receipts and expenditures, assets, and liabilities for the Combined Water System in which all such Revenues are accounted.

## Section 2. UVWA’s MANNER OF EXERCISE OF POWERS.

- A. UVWA is a public entity separate from the Parties.
- B. The City shall file with the Secretary of State, State Controller, and the Mendocino Local Agency Formation Commission a notice in accordance with Government Code Sections 6503.5 and 6503.6, and shall file notices, as appropriate, in accordance with Government Code Section 53051 promptly following the Effective Date and upon any amendment to this Agreement. The City shall file a further report under Government Code Section 53051 upon each change in the membership of the Water Executive Committee.
- C. For purposes of Government Code Section 6509, UVWA shall exercise its powers subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Ukiah, a general law city.

Section 2.1. OFFICERS, EMPLOYEES AND AGENTS; IMMUNITIES.

- A. Any UVWA officer, employee, or agent may also be an officer, employee, or agent of any Party with the consent of all Parties. The Water Executive Committee's approval of the appointment or employment of such a person shall constitute a determination that the two positions are compatible.
- B. All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and duties under this Agreement.
- C. No officer, agent, or employee directly employed by UVWA, if any, shall be deemed, by reason of that employment, to be employed by any Party or to be subject to any of the requirements of any Party.

Section 2.2. LIABILITIES; PENSION LIABILITY.

- A. UVWA's debts, liabilities, and obligations shall be its debts, liabilities, and obligations alone and not those of the Parties except as they may otherwise agree by written contract.
- B. During the effectiveness of Government Code Section 6508.2 or other law imposing liability on the Parties for unfunded liabilities due the California Public Employees' Retirement System or another pension provider to be paid upon termination of this Agreement and dissolution of UVWA, the Parties agree that any such liability shall be apportioned among them as they shall agree in writing when a contract with Cal PERS is approved or, failing such agreement, in proportion to the rate revenue from customers within the territory of each Party in the last fiscal year for which audited financial reports exist when the determination is made.

Section 2.3. EXERCISE OF JOINT POWERS.

This Agreement is made pursuant to the JEP Act to permit the joint exercise of powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating the Combined Water System. Such purpose will be accomplished, and common powers exercised, in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Water Authority" to identify the provision of the services provided under this Agreement, including those on equipment, uniforms, buildings, letterhead, phone, and other directories. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 3. SERVICE LEVEL.

Commencing on Services Start Date, the City shall provide the Services to allow efficient, coordinated operation of Combined Water System inclusive of wells, storage facilities, pump stations, treatment facilities, distribution systems, and related managerial and administrative services and water rights, to the extent and in the manner consistent with this Agreement and annual budgets approved by the Water Executive Committee.

Section 4. TERM.

This Agreement shall commence on the Effective Date and shall be binding upon the Parties, and shall

continue in full force and effect until such time as the Parties agree to terminate the Agreement as set forth in Sections 10 or 11, or only one Party to the Agreement remains due to annexations, other changes of organization under the CKH Act, or other reasons. A Party may withdraw from this Agreement as provided in Section 10 below.

#### Section 5. WATER EXECUTIVE COMMITTEE.

A. The Water Executive Committee shall perform the duties set forth in Section 6.

B. MEETINGS OF THE WATER EXECUTIVE COMMITTEE.

1. The Water Executive Committee shall establish a schedule for its regular meetings, which must be at least monthly. The Water Executive Committee may call special meetings, as may be needed from time to time, and/or may cancel regular meetings if deemed appropriate.
2. A majority of the Water Executive Committee's members shall constitute a quorum for the transaction of business. A majority vote of the Water Executive Committee's members is required to take action, although a lesser number may adjourn for lack of a quorum.
3. The Water Executive Committee shall comply with the Ralph M. Brown Act, Gov. Code sections 54950, *et seq.*
4. For those duties of the Water Executive Committee requiring collaboration, "collaboration," "collaborate," or "collaborative" shall mean the meaningful and timely process of the Representatives each seeking, discussing, and carefully considering the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the Representatives shall be conducted in a way that is mutually respectful of each District's authority and responsibilities as a County Water District and the City's authority and responsibilities as a general law city, and shall consider the views of a Party as expressed by its Representatives. A Representative need not engage in dialog with Legislative Bodies other than his or her own appointing authority.

C. VOTING RIGHTS. Each Party shall have two seats on the Water Executive Committee and each member of the Water Executive Committee shall have one vote, with these exceptions:

1. If a member is the sole representative of a Party at a meeting due to an absence or vacancy, he or she may cast all votes that Party is authorized to cast.
2. If a Party merges or consolidates into another, the successor agency shall acquire the votes of the merged or consolidated agency. So, for example, if a District is merged into the City, the City shall hold its own votes and the votes previously assigned that District.

D. TIE VOTES. Any tie vote of the Water Executive Committee shall be resolved as provided in Section 20 below unless the Water Executive Committee otherwise directs at the meeting at which the tie vote occurs.

#### Section 6. POWERS AND DUTIES OF THE WATER EXECUTIVE COMMITTEE.

A. DUTIES. The Water Executive Committee shall be the governing body of UVWA. The Water Executive Committee shall take any and all actions within the authorities specified in this Agreement which are necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. To prepare and adopt budgets for the Water System Enterprise Fund in accordance with all applicable

legal requirements. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;

2. To set rates to fund the Services in accordance with all applicable legal requirements, including the procedural and substantive requirements of California Constitution, Article XIII D, Section 6 (“Proposition 218”) for property-related fees charged for the services of the Combined Water System, which rates shall be adopted with the same notice and right to object or protest provided to City and District ratepayers except as the law may otherwise require. Such rates may be adopted as to zones which reflect the boundaries of one or more Parties and shall neither exceed the reasonable cost of service provided to any such zone nor require ratepayers in one zone to subsidize the cost to serve another zone. To the extent rates cannot cover the cost of service in a zone, the difference must be covered by grants, discretionary revenues, or other non-rate revenues. In particular, and without narrowing the foregoing, the Water Executive Committee’s ratemaking in compliance with Proposition 218 and other law shall account for assets each Party brings to this Agreement as depicted in Exhibit A and will not charge that Party’s customers to recreate the remaining utility of those assets
3. To establish connection and/or capacity fees for the temporary or permanent connection of residential, commercial, and industrial users to the Combined Water System except as the law may otherwise require;
4. To establish any other taxes, assessments, fees, or charges reasonably necessary to provide the Services, including fees for permits or inspections, provided that all such fees shall comply with this Agreement and applicable provisions of Proposition 218 and California Constitution, Article XIII C, section 1, subdivision (e) (“Proposition 26”), and other applicable law;
5. To adopt ordinances and regulations enforceable within the jurisdictional boundaries of each Party governing the Combined Water System and service to its users as required, and to the extent authorized, by law as necessary to provide the Services. The Parties shall collaborate to avoid conflicts or inconsistencies between ordinances or regulations adopted by a Party and ordinances or regulations adopted by the Water Executive Committee pursuant to this Agreement. No Party shall have any duty to enforce an ordinance or regulation other than its own; and
6. To maximize the availability of water to meet the collective needs of the Parties within the boundaries of each Party through the use of the collective water rights and supplies of each Party, subject to the terms and conditions of Section 12 of this Agreement.
7. All customers of the Parties, including agricultural customers, either before, after or absent consolidation or merger into the Combined Water System, shall have the same right and entitlement to water supplies and service that they enjoyed before the effective date of this Agreement, without discrimination or limitation. This reflects, but is not intended to alter, the legal principle that acquisition of a water supply on which users rely is subject to a duty to continue to serve them. (E.g., *Durant v. City of Beverly Hills* (1940) 39 Cal.App.2d 133.)
8. To accept grants, loans, and subventions which the Water Executive Committee shall appropriate consistently with the terms of those grants, loans, and subventions; applicable law, and the goal of this Agreement as reflected in the Recitals above.

B. AUTHORITIES RETAINED BY THE PARTIES.

Notwithstanding the foregoing, the Parties retain all their respective authorities to the extent the exercise of those authorities does not directly conflict with the duties and authorities granted to the Water Executive Committee. No Party shall exercise its authorities in a way that directly contravenes the purposes of this Agreement.

Section 7. KEY MANAGEMENT SERVICES.

The City shall provide the Services described in this Section 7 commencing on the Services Start Date. To provide the Services described herein, the City shall hire all the Districts' respective employees with a start date of no earlier than the Service Start Date. The employees of the Districts who wish to continue employment and the bargaining unit of the City to which each will be assigned are identified in Exhibit C to this Agreement. The City hereby waives the right to subject these new employees to probationary periods. Those employees' rights vis-à-vis the City will otherwise be governed by the City's collective bargaining agreements with its bargaining units; its current policies, procedures, and ordinances; and applicable law. The management and personnel services identified in Subsections A and B below ("Key Management Services") shall be provided by the City in accordance with this Agreement.

A. OPERATION AND MAINTENANCE OF THE COMBINED WATER SYSTEM.

1. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City shall provide general administration, operation, and oversight of UVWA all in accordance with this Agreement, applicable statutes, regulations, and applicable ordinances, adopted by the Water Executive Committee consistently with this Agreement. The following are examples of activities and deliverables the City shall provide in performing under this Agreement:
  - a. Read the meters in the service area;
  - b. Perform all necessary sampling, including for purposes of water quality;
  - c. Complete all required and routine reports;
  - d. Respond to all service calls;
  - e. Schedule a minimum of one on-call service personnel to respond to all after-hours and weekend calls in all service areas covered by this Agreement and/or any contract authorized under this Agreement; and
  - f. Any other levels of service as requested by the Water Executive Committee and funded in the annual budget.
2. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City may exercise on behalf of the Parties the following powers, and any other powers exercised by a general law city, as needed to perform under Section 7.A.1:
  - a. To manage, operate, maintain, and repair the Combined Water System, including any buildings, works or improvements comprising part of the systems and located either inside or outside the boundaries of the Parties, in accordance with sound engineering and accounting practices and with all applicable local, state, and federal laws and regulations; provided that the City and UVWA need not enforce any local ordinances but their own;
  - b. To implement the budgets approved by the Water Executive Committee.
  - c. The City cannot increase the total amount of the approved expenditure budget without prior approval of the Water Executive Committee, except as: (i) warranted for an urgent and/or emergency provision of water or sewer service which shall be reported to the Water Executive Committee before its next regular meeting following the expenditure of the funds; or (ii) to services within the City to be funded by rates levied for those services or other City revenues;
  - d. To contract for the provision of personal or professional services in connection with providing Services;
  - e. To enforce ordinances and regulations of the Combined Water System for the Parties and UVWA, including the use of the Combined Water System;
  - f. To bill for and collect revenue measures established under this Agreement, including the



- authority of a general law city to terminate water service or other utility services contained in the same bill for nonpayment in accordance with the Public Utilities Code;
- g. To allocate and assign water rights and water supplies of each Party within the boundaries of the Parties, as necessary for the efficient and cost-effective supply of water to the customers of the Parties, subject to the terms and conditions of Section 12 of this Agreement.
  - h. With the approval of the Water Executive Committee and at City's sole election, to use any statutory power available to the City under the JEP Act and any other applicable laws, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any Services of the City under Section 7, and to borrow from any source including, without limitation, the federal or state governments, for these purposes:
    - 1. To contract for the provision of personal or professional services in connection with providing the Services for the Parties;
    - 2. To contract for the installation or construction of capital improvements to the Combined Water System;
    - 3. To acquire, lease, hold, and dispose of such equipment as may be reasonably necessary or appropriate to the proper operation, maintenance, administration, and management of the Combined Water System or the provision of Services;
    - 4. To file reports associated with the operation, maintenance, administration and management of the Combined Water System and the provision of Services;
    - 5. To implement all requirements of laws and ordinances, applicable to the provision of Services, including, but not limited to, permitting, inspections, monitoring, reporting, and enforcement activities; and
    - 6. To provide City staff or contractors to support UVWA or the Parties in performing functions and responsibilities as requested by the Water Executive Committee.

B. FINANCIAL AND GENERAL SERVICES.

- 1. The City agrees to provide the Services to UVWA and the Parties for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as the City reasonably deems necessary to provide the Services at the level requested by the Water Executive Committee and as can be funded by the budget approved by the Water Executive Committee.
- 2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless the City and the Water Executive Committee otherwise agree in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act. The City is not performing these services as the Parties' agent, but as a service provider, and the Parties agree that the City does not assume a fiduciary duty to the Parties in the performance of these financial and general services. Nor need the City provide Services beyond what can be funded by the budget approved by the Water Executive Committee.
- 3. The Parties shall compensate the City for the Services consistently with the annual budget approved by the Water Executive Committee. The City shall have the right to withhold performance of a particular level of service if it considers the funding in an approved budget insufficient to cover the City's cost in providing that level of service; provided, however, that nothing in this sentence detracts from the City's obligation to maintain service as provided in Section 6.A.7 of this Agreement.
- 4. The City's cost to provide the Services includes indirect costs, such as general administration and

overhead. Unless the City and the Water Executive Committee agree otherwise in writing, the City shall charge indirect costs of the Services consistently with Exhibit B.

#### Section 8. MUTUAL COOPERATION.

- A. OUT OF AREA SERVICE AGREEMENT (“OASA”). The City may prepare OASAs on the recommendation of the Water Executive Committee to serve areas outside the boundaries of the Parties but within the City’s sphere of influence, where development could occur with the provision of water services. The City shall submit such OASAs to the Water Executive Committee for review and approval before filing with LAFCo. This Agreement and any OASA-related tax sharing agreement with Mendocino County shall be attached to and incorporated by reference into any OASA submitted to LAFCo under this Agreement.
- B. As long as this Agreement remains in effect and the Parties comply with Sections 8 and 10.B, the City agrees that it will not apply to LAFCo for detachment of District Parties’ territory from the Districts’ boundaries when that territory is annexed to the City unless and until all of the territory of a District is annexed to the City.
- C. The Districts agree to support City Annexations and to work cooperatively with the City regarding revisions to the City’s General Plan, Municipal Service Review (“MSR”) and Sphere of Influence (“SOI”) necessary or advisable to enable City Annexations and not to propose or seek LAFCo approval for or support proposed provisions in a District’s MSR or SOI that would inhibit, conflict with, or prevent such City Annexations and/or reorganizations, as described in this Agreement.
- D. Pursuant to Government Code Section 57105 or other applicable provisions of state law, the Districts will support LAFCo either designating a District as a subsidiary district of the City or merger of a District with the City at such time as 70% or more of registered voters in a District are within the City limits and 70% of the area of land within a District is within the City’s jurisdictional boundaries or when those reorganizations are otherwise authorized by state law.
- E. The Districts will support and cooperate with the City in seeking legislation to amend the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH Act”) to authorize merger of a District with the City or the establishment of a District as a subsidiary district of the City when 70% or more of registered voters in a District are within the City limits without regard to the area of a District’s land that is within the City.

#### Section 9. SERVICES TO OTHER AGENCIES.

The Water Executive Committee may recommend that the City provide water services to agencies not party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties or upon execution of a contract authorized by all Parties. The charges for such services shall be determined by the Water Executive Committee in accordance with the budget provisions of this Agreement. The City retains the power to provide services to other agencies on terms of its choosing provided that its doing so does not impair its ability to provide the Services.

#### Section 10. WITHDRAWAL; TERMINATION.

- A. A Party may withdraw from this Agreement with a July 1st effective date on 90 days’ notice to the Water Executive Committee and all Parties. Such withdrawing Party shall perform all obligations under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations, arising before the withdrawal date, even after the date

of withdrawal.

- B. Upon withdrawal from UVWA, a departing Party shall regain control of, and responsibility for, its Water System as it existed as of the Effective Date, to the extent feasible. The Parties acknowledge that a Party's Water System as of a withdrawal date may differ from that in existence on the Effective Date. Any infrastructure, such as tanks, pipes, pumps, treatment facilities, and water rights, that UVWA uses only to serve that Party shall be the withdrawing Party's property as of the withdrawal date. If any infrastructure serves more than one Party, the withdrawing Party shall recover ownership and control of that infrastructure upon agreement of the other Party or Parties it serves, but will remain obligated to serve all customers of other Parties served by such infrastructure and water supplies at the time of withdrawal, with appropriate compensation paid by UVWA or the Par(ies) benefitted by such service. Absent such agreement, infrastructure serving more than one Party shall remain part of the Combined Water System and operated by the City until the Parties served by that infrastructure reach an agreement or the dispute is resolved pursuant to Section 20 of this Agreement or otherwise.
- C. In negotiating the disposition of infrastructure which serves more than one Party, these general principles shall inform discussion:
  - 1. The primary obligation shall be to provide uninterrupted service to all customers of the Combined Water System.
  - 2. All other things being equal, a withdrawing Party should resume possession and control of infrastructure which was part of its Water System on the Effective Date.
  - 3. Any infrastructure acquired, constructed, or improved with grant or other funds available only by virtue of this Agreement should not be separated from the Combined Water System unless it is necessary to do so to allow a Party to withdraw and will allow both uninterrupted service to all customers of the Combined Water System and compliance with grant, loan, and other conditions on the use of the infrastructure.

#### Section 11. DISSOLUTION/REORGANIZATION.

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the Parties unanimously agree to terminate it. If the Parties have accumulated any assets relating to the shared management of water services before termination, such assets shall be distributed among the Parties in proportion to their respective contributions, unless the Parties agree otherwise. Any dispute as to the disposition of such assets shall be resolved as provided in Section 20 of this Agreement.
- B. The CKH Act shall govern any change of organization or reorganization of a District. This Agreement is intended to allow for the administration and operation of a Combined Water System on behalf of the Parties, until:
  - i. City annexations result in 70% of a District's territory and 70% of the registered voters of a District being within the City's limits; or
  - ii. satisfaction of other provisions of the CKH Act or other provisions of state law authorize a merger of the District with the City or establishing the District as a subsidiary district of the City;

in which event this Agreement will be deemed to be the affected Parties' joint request to LAFCO, pursuant to Government Code Sections 56078 and 57105, to either merge the District with the City or establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District.

- C. If any of the Parties to this Agreement receives grant funding of \$1,000,000 or more to develop capital assets to serve more than one of those Parties, the City shall apply to LAFCO to combine the Parties to benefit from the capital asset into a new or existing public entity to own and operate that asset, if and as required by the terms of the grant. If the Cortese-Knox-Hertzberg Act does not authorize the City to make the application, the City shall invite LAFCO to exercise its own authority to initiate the change of organization. Each of the Parties to this Agreement agrees to support such a change of organization and, by making this Agreement, authorizes the City to propose such changes of organization on its behalf.

## Section 12. TRANSFER, MODIFICATION, AND USE OF WATER RIGHTS.

To achieve the goal of applying and using the water rights of all Parties collectively to serve the customers of all Parties, and the eventual customers of the Combined Water System, without limit or restriction, and in recognition of the eventual need to operate, maintain, and administer the Parties' water resources and transmission and treatment systems as a Combined Water System, the Parties agree to the following:

- A. Within 60 days of the execution of this Agreement, each Party shall identify and disclose (1) all water rights it currently holds and uses, (2) how it must modify or amend the water rights to allow a Combined Water System to use the water rights, (3) to the extent possible, the process and procedure each Party must undertake to allow a different entity to use of the water rights as part of a Combined Water System, including any necessary approvals, and (4) a plan and estimated time period to modify and transfer such water rights.
- B. The Parties shall take any and all actions which are necessary and appropriate to modify, amend or transfer the water rights of the Parties to UVWA, the City, or other entity that will own or operate the Combined Water System, for the collective use of such water rights within the service areas of all Parties, if possible. Each Party shall support and cooperate with the other Parties to effectuate the modification, amendment to, or transfer of, its water rights, including, but not limited to, granting approvals, signing agreements, meeting and working with local and state officials and regulators, responding to and defending against protests, objections, and legal challenges to the modification, amendment, or transfer of water rights, and the Parties agree to separately or collectively conduct and support any required environmental review in support of the modification, amendment to, or transfer of, the water rights of the Parties.
- C. While the Parties are undertaking efforts to modify, amend, or transfer their water rights, each Party will, as necessary to effectuate the purpose of this Agreement and to the extent feasible, allow its water rights to be used collectively, even if on a temporary or short-term basis, by the Combined Water System. Each Party, however, will still have the primary right and authority to continue to use its respective water rights within its current service areas and for the benefit of its current customers, up to the time that the rights are transferred to, or obtained for the benefit of, the Combined Water System.
- D. The Parties agree to initiate, fund, and pursue all efforts necessary to modify, amend, or transfer the water rights of the Parties for use in the Combined Water System, but UVWA and all Parties will ultimately be responsible for costs, expenses and fees associated with and arising out of such efforts, and the Parties will have the right to seek reimbursement from UVWA for recovery of such costs, expenses, and fees.
- E. If a Party withdraws from this Agreement, the Agreement is terminated, or the Combined Water

System ceases to function or exist, the affected Party or Parties will retain all of its or their water rights, or if necessary the rights shall revert to the original right holder, and the Parties will take any and all actions which are necessary and appropriate and shall support and cooperate with the other Parties to return or restore the water rights to the Party that formerly held such rights. The water rights of a withdrawing Party shall remain dedicated and committed to the Combined Water System until the later of the withdrawal date or the date those rights may be lawfully used by the withdrawing Party alone.

F. Notwithstanding any other provision of this Agreement, the Parties agree, represent, and confirm that they will endeavor to and will take any and all reasonable and necessary steps to ensure that the customers of each Party will continue to receive a clean, safe, and reliable water supply at all times, without delay or disruption.

G. Notwithstanding the foregoing, this Agreement does not and shall not be interpreted to authorize or require the use of a water right or related asset other than as permitted by law, nor shall this Agreement require or authorize any act in contravention of any third-party rights, to the extent any of the water rights or other assets of the Parties are subject to liens for debt and other such claims.

### Section 13. AMENDMENT TO AGREEMENT.

The Water Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Water Executive Committee shall forward a proposed amendment with its recommendation to the legislative body of each Party. The proposal shall be adopted, properly executed, and returned to the Water Executive Committee if the Party approves the amendment. This Section 13 shall not prevent the Parties from adopting an amendment to this Agreement that is not recommended by the Water Executive Committee.

### Section 14. ADDITIONAL PARTIES TO THE AGREEMENT.

A public agency, as that term is defined in the JEP Act (Government Code section 6500), located in Mendocino County may become a Party to this Agreement upon:

1. Its approval and execution of this Agreement as required by law, and;
2. Approval of the Water Executive Committee.

### Section 15. NOTICES.

Whenever notice or other communication is permitted or required by this Agreement, it shall be deemed given when (i) personally delivered or (ii) when received, if delivered by overnight courier or email (if email receipt is acknowledged in writing), or (iii) 48 hours after it is deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

To City:

City of Ukiah  
Attn: Mayor and City Manager  
300 Seminary Ave.  
Ukiah, CA 95482  
Email: [swhite@cityofukiah.com](mailto:swhite@cityofukiah.com)

To Millview County Water District:

Millview County Water District  
Attn: Mr. Tim Price  
151 Laws Ave.  
Ukiah, CA 95482  
Email: jwalker@willowc wd.org

To Redwood Valley County Water District: Redwood Valley County Water District

Attn: Mr. Tom Schoeneman  
151 Laws Ave.  
Ukiah, CA 95482  
Email: jwalker@willowc wd.org

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

**Section 16. SEVERABILITY.**

Except as otherwise provided in this Section 16, should any part, term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable or ineffectual, including by amendment or repeal of a statute, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance. The City's promise to provide Services is dependent on and not severable from the validity and enforceability of Sections 7, 8 and 10.B.

**Section 17. HOLD HARMLESS AND INDEMNITY.**

To the fullest extent permitted by law, each of UVWA and the Parties (the "Indemnifying Party") agrees to save, indemnify, defend and hold harmless UVWA and each other Party and its officers, agents and employees ("Indemnified Parties") from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including reasonable and actual attorney fees and costs, court costs, interest, defense costs, and expert witness fees, which arise out of, or are in any way attributable in whole or in part to, negligent or intentional acts or omissions of an Indemnifying Party or its employees except such losses as arise from the sole negligence or intentional act of an Indemnified Party.

**Section 18. LEGAL REPRESENTATION AND ADVICE.**

In the course of performing this Agreement, each Party shall seek legal advice from its own counsel. If a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation and the representation is permitted by the Rules of Professional Conduct of the California State Bar. In that event, the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties to be bound.

## Section 19. INSURANCE.

- A. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations; provided funding is provided in a budget approved by the Water Executive Committee to pay the premiums for said insurance or the Water Executive Committee elects to provide insurance coverage for all Parties. While the City provides the Services pursuant to Section 6 of this Agreement under rates adopted pursuant to Section 5: (i) no District need fund insurance at its own expense and (ii) the Water Executive Committee shall maintain or, at its option, fund directors and officer's liability coverage for each of the Districts.
- B. Without in any way affecting the indemnity herein provided and in addition thereto, unless the Executive Committee provides insurance to cover the Parties, each Party shall secure and maintain throughout the Agreement the following types of insurance:
  1. WORKERS' COMPENSATION.  
A program of Workers' Compensation Insurance or a state-approved self-insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement. This coverage may be waived if a Party's legislative body certifies that the Party has no employees and does not treat volunteers as employees for worker's compensation purposes.
  2. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.  
This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00). This requirement can be waived by the Water Executive Committee, if the Board of Directors of a District certifies that it has no vehicles and that no non-owned, uninsured vehicles are used on District business.
  3. ADDITIONAL NAMED INSURED.  
All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, and agents as additional named insureds with respect to liabilities arising out of each Party's performance hereunder.
  4. POLICIES PRIMARY AND NON-CONTRIBUTORY.  
All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

## Section 20. MEDIATION AND DISPUTE RESOLUTION.

- A. Except as otherwise provided in Sections 10.B and 11.A, if (1) any dispute arises at any time between or among the Parties regarding interpretation or implementation of this Agreement that does not concern a decision of the Water Executive Committee, or (2) if a minority of members of the Water Executive Committee file a written appeal with the Water Executive Committee within 14 days of a decision or action of the Water Executive Committee, or (3) if one or more Parties fails or refuses to follow the order or direction of the Water Executive Committee or breaches this Agreement, the Parties will, in the first instance, attempt in good faith to meet to discuss and informally resolve the dispute through their representatives or their designees. The Parties must give written notice of the existence and subject of a dispute, which notice shall commence the dispute resolution process of this Agreement.

- B. If, within 30 days of service of notice of a dispute, the Parties cannot resolve the disputed issue through informal mediation, unless extended by mutual agreement of all Parties, the matter shall be submitted to JAMS, or a comparable mediation service, or a mutually agreeable mediator, for formal mediation by a single mediator who should have technical or legal expertise or experience with water resources and supplies, utility services, or local government agencies. The mediator will be selected by unanimous consent of the Parties, but if unanimous consent cannot be obtained, the mediator will be selected at random from a list of mediators maintained by the Water Executive Committee based on the qualifications set forth in this paragraph.
- C. Any Party may commence formal mediation by providing to the mediator and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. If the formal mediation process has not concluded or has not resolved the dispute within 60 days of a written request for mediation, the mediation process will be deemed completed, unless the Parties extend the 60-day period in writing.
- D. If the dispute is not resolved by informal or formal mediation, each Party will be free to pursue whatever legal or equitable remedies may be available. No Party shall be permitted to file a legal action without first complying with the requirements of this Section 20. This provision shall not waive or otherwise affect the applicable provisions of law governing claims against a public entity or the applicable statutes of limitation.
- E. The fees and expenses incurred as a result of any dispute resolution activities, including attorney fees, mediator fees and costs, expert costs, and other expenses, shall be borne solely by the Parties involved in the dispute and participating in the mediation. The Parties involved in the dispute will share the mediator's expenses on an equal basis. No Party shall be deemed the prevailing party for purposes of recovery of fees, costs, or expenses.

Section 21. ADDITIONAL DOCUMENTS AND AGREEMENTS.

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 22. SUCCESSORS.

This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 23. WARRANTY OF LEGAL AUTHORITY.

The Parties' Legislative Bodies have each authorized execution of this Agreement, as evidenced by the signatures below. Those who sign below warrant for the benefit of the Parties for which they do not sign that they have actual authority to execute this Agreement and to bind to it the Party for which they sign.

Section 24. ASSIGNMENT / DELEGATION.

No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.



Section 25. NO THIRD-PARTY BENEFICIARY.

This Agreement is only for the benefit of UVWA and the Parties as municipal or public entities and shall not be construed or deemed to operate as an agreement for the benefit of any third party and no third party shall have any right of action or obtain any right to benefits or position of any kind by reason of this Agreement.

Section 26. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 27. AGREEMENT CONTROLLING.

In the event of a conflict between the text of this Agreement and any attachment to it, the text shall prevail.

Section 28. ENTIRE AGREEMENT; COUNTERPARTS.

This Agreement, including its attachments, is intended both as the final expression of the Agreement among the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties. Signatures may be exchanged by emailed pdf or other electronic form with the same force as original signatures.

Section 29. EXHIBITS.

All exhibits to which reference is made are incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF UKIAH

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Approved to Form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
Kristine Lawler, City Clerk

MILLVIEW COUNTY WATER DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

Approved to Form:

\_\_\_\_\_  
District Counsel

Attest:

\_\_\_\_\_  
District Secretary

REDWOOD VALLEY COUNTY WATER DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

Approved to Form:

\_\_\_\_\_  
District Counsel

Attest:

\_\_\_\_\_  
District Secretary

Exhibits

- A: Each Party's Water System As of the Effective Date
- B: Ukiah's cost allocation plan in effect as of the Effective Date
- C: District Employees to be hired by City and Bargaining Units to which they are to be assigned



# Konocti County Water District

15844 35<sup>th</sup> Ave., Clearlake, CA 95422

Phone (707) 994-2561

FAX (707) 994-1107

Board of Directors

June 27, 2024

**President**  
Kirsten Priebe

**Mike & Sharon Naber**

**Vice-President**  
Jeff Stanley

**P.O. Box 1261  
Lower Lake, Ca 95457-1261**

Directors  
Cristine Flora

**RE: Enormous water leak**

Elvis Cook  
Nicole McKay

**Dear Mike & Sharon,  
On June 26, 2024 during a Konocti County Water District Board meeting, our Board made a motion to adopt a policy to look at water forgiveness on a case-by-case basis. With the persistence of our Auditor/Board Secretary our board has agreed to forgive 50% of your water bill. The original water bill was in the amount of \$7,454.28. We will be forgiving \$3,727.14.**

Staff  
General Manager  
Frank Costner

Auditor/Secretary  
Paula Gallizioli

**Thank you for being such a good customer of Konocti County Water District.**

---

**Kirsten Priebe  
President**

3.3

**Konocti County Water District  
Board Meeting Minutes (Revised)  
May 22, 2024**

**Time: 1:00P.M.**  
**Location: 15844 35<sup>th</sup> Ave**  
**Clearlake, Ca, 95422**

**1.0 Call to Order- President Priebe called the meeting to order at 1:00 pm**

**Board Members Present: All Board members were present except Director Cook**

**Staff Present:**

**General Manager Costner**

**Auditor/Board Secretary Gallizioli**

**Guest – Alan Flora City Manager**

**Guest Speakers – Jeff Davis (Highlands Water) Keith Ahart (Golden State Water)**

**1.0 Call to Order**

**2.0 Adoption of the Agenda:** This is the time to remove any Consent Agenda item(s) to discuss separately after the motion to approve the Consent Agenda.

**3.0 Public Comment:** This is the time for any member of the public to address the Board on any matter not on the agenda that is within the subject matter of the jurisdiction of the Board. Please complete a Board Meeting Public Comment Slip and present it to the Clerk prior to the start of the meeting. The Brown Act, with limited exceptions, does not allow the Board or staff to discuss issues brought forth under Public Comment. The Board cannot take action on non-agenda items. Please note that comments from the public will also be taken on each agenda item before consideration by the Board. Comments shall be limited to three minutes per person.

**CONSENT AGENDA:** All items listed under Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board or audience requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.

**Consent Items:**

**4.0 Review/Approval of Minutes From.**

**4.1 \*\* April 24, 2024 Board Meeting**

**5.0 Financial/Business Office Reports to be Discussed/Corrected/Approved**

**5.1 \*\* April 2024 Financial Reports**

**5.2 \*\* April 2024 Expenditure Report**

Director McKay made a motion to accept 4. Vice President Stanley seconded the motion. All were in favor and the motion was carried.

**6.0 General Manager's Reports:** General Manager Costner said he has been working on the clarifier since January and it has been nothing but trouble. He said the bearing that needs replacing is obsolete so the company has to make one. He said he ordered it today for \$20,000. And it is three months out. All summer the plant will only have one clarifier.

## **BUSINESS:**

### **7.0 Business Items**

- 7.1 Clear-Well & Pump House, 8X30 Filter, Lake Line Extension and Lake Pump House Project** – General Manager Costner said the Scada switch over wasn't able to get don. We should be able to meet the budget. If we haven't ordered the back basin pump then we aren't going to get it.
- 7.2 Konocti County Water System Consolidation and Pipeline Replacement Project, Intertie project with Highlands and Lower Lake and Emergency Raw Water Booster Pump and Filter Media Project.** General Manager Costner said the pipeline is done except about 320 ft. He said nothing else to report.
- 7.3 Rate Study- fiscal years 2022-2023 on** General Manager Costner said we need to work on this. We need to have a special meeting in two weeks.
- 7.4 Security – revisit office building security (doors windows and cyber) utility boxes, cloud back-up and server.** – General Manager said nothing New on this.
- 7.5 Bylaws/Handbook – revisions and updates** – General Manager said nothing new on this
- 7.6 AT&T Lease proposal for Eureka tank cell site:** – General Manager Costner said AT&T Called and said they are working on the revised lease.
- 7.7 18<sup>th</sup> Ave Low-Income Apartments-** General Manager Costner said nothing new to report
- 7.8 Meter Replacement Project** – General Manager Costner said nothing new to report.
- 7.9 Example of Newsletter – President's Letter** – General Manager said we done that.
- 7.10 City of Clearlake** -General Manager Costner said we did that. (covered in first discussion)
- 7.11 \*\* Discuss updating ordinance 94-01-** Nothing new to repot

### **8.0 New Business**

- 8.1 \*\* November 5, 2024 General Election Information-** Auditor explained who has to run and the timing issues.
- 8.2 Discuss having Highland's water petition in our office for people to sign -KP** (covered in first discussion)
- 8.3 President's Report/Board Member Reports** – Will be added to all new agendas as the last line item.
- 8.4 Guest Speakers: Jeff Davis (Highlands) Keith Ahart (Golden State)** (spoke in first discussion)

**8.5 LAFCO Nomination** – Director McKay made the motion. Vice President Stanley seconded the motion. All were in favor and the motion was passed.

**8.6 Discuss creating a Facebook page for the district-** Director McKay made a motion to start a face book page. Director Flora seconded the motion. All were in favor and the motion was passed.

**7.10, 8.2, 8.4, 8.6** – These line items were combined and covered in the first discussion. There was much discussion/debate on all of these line items. All three guests, Alan Flora, Jeff Davis and Keith Ahart spoke.

## **9.0 Adjournment 4:37pm**

**Please Note:** Agenda items listed with asterisks (\*\*) have additional information available for public review at the business office.

**CONSIDERATION OF ITEMS NOT APPEARING ON THE POSTED AGENDA** – Consideration of items not appearing on the posted agenda, if necessary, requires the following board action prior to consideration; 1) a determination by a majority vote of the board that an emergency situation exists (as defined in section 54956.9 of the Brown Act); 2) a determination by a two-thirds vote of the legislative body or, if less than two-thirds vote of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

**REQUEST FOR DISABILITY – RELATED MODIFICATION OR ACCOMMODATION:** A request for a disability-related modification or accommodation necessary to participate in the Konocti County Water District Board Meeting should be made in writing to the Auditor/Secretary at least 48 hours prior to the meeting.

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**Submitted by:**  
**Paula Gallizioli, Auditor/Secretary**

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**Approved by:**  
**Kirsten Priebe, President**

3.4

**Konocti County Water District  
Board Meeting Agenda Item  
Request Form**

Requests need to be to Board Secretary by Wednesday prior to Meeting Date

Date: 7-3-24

Name: FRANK COSTNER G.M.

Agenda Item: 3.4 OPEN  CLOSED

Description: BOARD AND G.M. ACCESS OF OFFICE  
VIDEO RECORDING SYSTEM VIDEO SYSTEM POLICY.  
RECORDING OF CLOSED SESSION BOARD MEETINGS

Agenda Item: \_\_\_\_\_ OPEN \_\_\_\_\_ CLOSED \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agenda Item: \_\_\_\_\_ OPEN \_\_\_\_\_ CLOSED \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

4.1

**Konocti County Water District  
Board Meeting Agenda Item  
Request Form**

Requests need to be to Board Secretary by Wednesday prior to Meeting Date

Date: 6-30-24

Name: Kirsten

Agenda Item: 4.1 OPEN  CLOSED

Description: Public Employee Performance Evaluation  
(Government Code Section 54957)

Title : Auditor / Secretary

Agenda Item: \_\_\_\_\_ OPEN  CLOSED

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agenda Item: \_\_\_\_\_ OPEN  CLOSED

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: Kirsten Priebe