



City Council

Special Meeting AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

Due to the COVID-19 Pandemic, City Council Meetings will be conducted virtually and not available for in person public participation. The Public is invited to participate digitally in meetings in lieu of personal attendance by registering through the following virtual link:

<https://attendee.gotowebinar.com/register/2368765178441316112>

In addition, written comments can also be submitted to meeting@cityofukiah.com; City Council meetings are broadcast live on local cable Comcast/Xfinity Channel 3 and via the web at www.cityofukiah.com/meetings (scroll down, click on the name of the meeting, and play the video in the pop-up window.)

August 30, 2021 - 3:30 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

3. NEW BUSINESS

- 3.a. Consideration of a Mutual Aid Agreement for Emergency Assistance (Related to Water) Among the County of Mendocino, City of Ukiah, the City of Fort Bragg and Other Signatory Cities or Special Districts.

Recommended Action: Approve the mutual aid agreement (in substantial form) for emergency assistance related to water and authorize the Mayor to execute.

Attachments:

1. 2021 Draft Mutual Aid Agreement Mendo County-Cities - Final Draft 08-26-21
2. 08-24-21 Mendocino BOS Drought Water Supply Presentation

4. CLOSED SESSION

- 4.a. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(2)or(4))
Significant exposure to litigation pursuant to paragraph (2) or (4) of subdivision (d) of Section 54956.9. Consideration of potential litigation arising from emergency drought declaration.
(Government Code Section 54956.9(e)(2)): (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 4.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(2)or(3))
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 4.c. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(2)or(3))
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)
Recommended Action: Confer in Closed Session
Attachments: None
- 4.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 4.e. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-20-74612
Recommended Action: Confer in Closed Session
Attachments: None
- 4.f. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 4.g. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: Siderakis v. Ukiah, et al, Mendocino County Superior Court, Case No. 21CV00603
Recommended Action: Confer in Closed Session
Attachments: None

- 4.h. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-83; 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01; 003-181-01; 003-582-38
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 4.i. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 184-090-07-00 and 184-100-04-00
Negotiator: Sean White, Water Resources Director and Sage Sangiacomo, City Manager;
Negotiating Parties: Noble Vineyard Management
Under Negotiation: Instruction to negotiator will concern price and terms of payment.
Recommended Action: Confer in Closed Session
Attachments: None
- 4.j. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None

5. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 24 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 8/27/21



AGENDA SUMMARY REPORT

SUBJECT: Consideration of a Mutual Aid Agreement for Emergency Assistance (Related to Water) Among the County of Mendocino, City of Ukiah, the City of Fort Bragg and Other Signatory Cities or Special Districts.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Sage Sangiacomo, City Manager

Sage Sangiacomo, City Manager; David

PRESENTER: Rapport, City Attorney; and Sean White, Director
of Water Resources

ATTACHMENTS:

1. 2021 Draft Mutual Aid Agreement Mendo County-Cities - Final Draft 08-26-21
2. 08-24-21 Mendocino BOS Drought Water Supply Presentation

Summary: Mendocino County is experiencing extreme drought conditions and an increasing number of residents and businesses outside the city of Ukiah lack water availability to meet basic health and safety needs. In order to help several areas outside the city limits, the City of Ukiah is working collaboratively with the County of Mendocino and City of Fort Bragg on a plan to deliver water to those areas in need.

In response to the current drought and potential future issues, the Ukiah City Council will consider a mutual aid agreement that would allow member agencies to assist and/or request aid for any emergency or unusual circumstances to maximize the utilization of available water supplies, distribution facilities, equipment, and personnel to conserve, allocate, and distribute water.

Background: On April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency for the County of Mendocino due to extraordinary drought conditions, and on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed. The adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County.

Discussion: As a result of significant advance planning and investment in Ukiah's water infrastructure, the City's water supply remains stable. Therefore, this agency is currently in a position to assist other areas in Mendocino County that are struggling to meet demands.

Mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement. Mutual aid agreements are a foundational tool among agencies to utilize local resources in response to emergencies.

The City of Ukiah, in cooperation with the County of Mendocino and the City of Fort Bragg, have developed a mutual aid agreement for water resources to address immediate issues related to the current drought and future incidents that might impact water availability. While the cities of Ukiah, Fort Bragg and the County are cited as the original signatories (primarily due to the immediate need for water in unincorporated areas on the

coast), the agreement allows for the addition of other cities and water agencies at a later date. Note, the cities of Willits and Point Arena were both consulted and provided input on the development of the agreement.

Specifically related to water, the draft mutual aid agreement (Attachment #1) provides for the signatories to voluntarily aid and assist each other in a timely manner both in preparation for an emergency and in response to any emergency situation, or extraordinary or unusual circumstance, such as in the event of an earthquake, flood, fire, sabotage, riot, pandemic, drought or other emergency in the County. The assistance may include the interchange of materials, resources, including potable, non-potable and recycled water, facilities, services, equipment, and personnel to cope with the problems which would arise in the event of a major emergency or unforeseen circumstances. Assistance is provided on the basis that the providing agency can continue operations and simultaneously meet the health and safety needs of its residents and businesses and the receiving agency has, or is about to, exhaust resources required to meet the health and safety needs of its residents and businesses. The agreement also includes provisions for record keeping, invoicing and payment.

While the agreement allows for the rendering of aid, the specific details of assistance are unique to each event and will be considered and documented between the requesting and providing parties. Specific to the immediate crisis on the coast, the County of Mendocino with support from the cities of Fort Bragg and Ukiah are currently in the development of a response plan. As currently proposed, the City of Ukiah will be supplying potable water to be hauled by the County and made ready for distribution by the City of Fort Bragg to unincorporated residents/businesses that lack an adequate supply of water. An outline of the County's response plan as presented to the Board of Supervisor on August 24, 2021, is included as Attachment #2 for reference.

Recommended Action: Approve the mutual aid agreement (in substantial form) for emergency assistance related to water and authorize the Mayor to execute.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Sean White, Director of Water Resources; County of Mendocino, cities of Fort Bragg, Willits and Point Arena

Approved: 
Sage Sangiacomo, City Manager

MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY
ASSISTANCE AMONG THE COUNTY OF MENDOCINO, CITY OF UKIAH, CITY OF
FORT BRAGG AND OTHER SIGNATORY CITIES OR SPECIAL DISTRICTS

This Mutual Aid Agreement ("Agreement") is made and entered into by and between the County of Mendocino ("County"), the City of Ukiah ("Ukiah"), the City of Fort Bragg ("Fort Bragg") and other signatory cities or special districts in Mendocino County which may be referred to herein individually as "Party" and collectively as the "Parties." County, Ukiah and Fort Bragg shall be referred to herein as the "Original Signatory Parties."

RECITALS

1. The Parties recognize that all water supplies in Mendocino County are potentially vulnerable to natural and manmade disasters, such as earthquakes, fires, pandemics, droughts and other emergencies, and desire to establish a mutual aid plan during an emergency to maximize the utilization of available water supplies, distribution facilities, equipment, and personnel to conserve, allocate, and distribute water equitably and sustain the safe and reliable operation of wholesale and retail water systems and wells and water systems serving individual residents and businesses in the County and avoid any catastrophic interruption to normal production and/or delivery facilities.
2. Mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement.
3. It is desirable that the Parties should be free to voluntarily aid and assist each other in a timely manner both in preparation for an emergency and in response to any emergency situation, or extraordinary or unusual circumstance, such as in the event of an earthquake, flood, fire, sabotage, riot, pandemic, drought or other emergency in the County (hereinafter referred to as an "emergency" or "unforeseen circumstance").
4. Such assistance may include the interchange of materials, resources, including potable, non-potable and recycled water (hereafter "resources"), facilities, services, equipment, and personnel to cope with the problems which would arise in the event of a major emergency or unforeseen circumstances.
5. Materials, resources, facilities, services, equipment and/or personnel are provided on the basis that the providing agency can continue operations and simultaneously meet the health and safety needs of its residents and businesses and the receiving agency has, or is about to, exhaust resources required to meet the health and safety needs of its residents and businesses.
6. The Parties are each willing to assume risks due to the use of resources, equipment, materials and personnel furnished by a Party; and

7. To the extent provided herein, the Parties agree to indemnify and hold each other harmless from any liability for injury, illness, or property damage incurred by a Party or its employees, officers or agents, or by third parties in the course of, or as a result of a Party's activities performed pursuant to this agreement.

8. This Agreement is not intended as a joint use or joint purchasing program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. MUTUAL AID: ADOPTION OF EMERGENCY PLANS. Subject to the terms and conditions of this Agreement, the Parties agree to furnish to each other resources, facilities, personnel, and services to respond to emergencies and unforeseen circumstances in accordance with duly adopted or hereafter duly adopted emergency plans. The Party making a request for mutual aid shall be called a "Recipient" and the Party giving aid and assistance shall be called a "Provider."

1.1 Emergency Plan. The Parties shall develop emergency plans ("Emergency Plans") providing for the effective mobilization of their resources, facilities, and services to respond to any type of emergency.

1.2 Voluntary Participation. No Party to this Agreement shall be liable for its failure or inability to provide, or attempt to provide, assistance to any other Party. It is the intent of the Parties to provide assistance on a strictly voluntary basis. No Party shall be required to lend any items or to unreasonably deplete its own resources, facilities, and services in furnishing such mutual aid.

2. INTENT OF PROVIDER AND RECIPIENT. It is the intent hereof that each Recipient will use the procedures herein established only for emergency situations or unforeseen circumstances requiring resources beyond its existing resources and only for as long as necessary to respond to those situations or circumstances. Each Provider should assist other Parties to the extent it can do so without detriment to its own needs or impairing its ability to perform its own normal work requirements. If the Provider determines, in its sole and absolute discretion, that its needs are greater than those of the Recipient's, the Provider has first priority and sole authority over its own equipment, personnel, resources and materials.

3. REQUEST FOR AID OR ASSISTANCE. If a Party has an emergency or unforeseen circumstance, it may make a request to any other Party or Parties for emergency assistance under this Agreement. The requesting Party will explain the nature of the circumstance and the type of resources, materials, equipment or personnel expected to be needed.

3.1 Documentation. All mutual aid assistance, whether given or received, shall be documented either in advance of providing/receiving assistance, or after the emergency

assistance is no longer required, as these records may be needed for federal and state emergency assistance funding application requirements and must be available to the Provider/Recipient within 30 days of the resolution of the emergency. The Parties shall develop a standard documentation form as soon as possible after this agreement is executed by the Original Signatory Parties.

3.1.1 Documentation shall include one or more of the following, as applicable: (1) photographs of damage and repairs; (2) documentation of insufficient resources; (3) documentation of the type or amount of equipment, resources, or materials provided; (4) notes on damage and repairs; (5) clippings of press reports; (6) a record of all expenditures, including timecards and logs documenting equipment hours; (7) a record of all pertinent conversations about specific damages and/or repairs to damaged facilities; (8) retained receipts, invoices, statements, and other relevant paperwork for services rendered by a contractor or vendor; and (9) any other documents reasonably requested by a Provider or a Recipient or any state or federal agency regulating the emergency service or reimbursing the costs thereof.

3.1.2 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred or compensation provided under this Agreement shall be maintained by each Party and made available at all reasonable times for four (4) years from the date of payment for inspection by another Party or state or federal agencies regulating or reimbursing expenses incurred in providing mutual aid under this Agreement.

3.2 Procedures for Providers. A Provider may require a Recipient to comply with procedures adopted by the Provider in its Emergency Plan to document requests made hereunder.

4. CONTROL SAFETY SUPERVISION AND RECALL. It is expressly understood that the Recipient, in whose jurisdiction the incident requiring mutual aid has occurred, shall remain in charge for such incident, including the schedule of the work and the direction and supervision of such personnel and equipment provided to it through the operation of this Agreement. Safe work procedures and practices shall be observed by a Provider. Employees lending assistance to a Recipient will not be asked to perform tasks which could lead to reasonably foreseeable injury or illness. Equipment shall be operated according to standards and procedures, if any, provided by the Provider at the time such equipment is provided. A Provider may recall any equipment, personnel or unused materials or supplies at any time, but shall give the Recipient as much notice as practical prior to such recall.

5. CHARGES FOR MATERIALS, RESOURCES, PERSONNEL, AND EQUIPMENT.

5.1 Materials. All materials borrowed but not utilized shall be returned to the Provider in the same condition as they were when they were borrowed. The Recipient shall pay the Provider either the purchase or replacement cost (whichever is higher) for all materials

obtained, utilized, and not returned under this Agreement with the prior approval of the Provider, the Recipient may replace materials and return them to the site of the Provider as soon as practical instead of making payments.

5.2 Resources. The Recipient shall pay the Provider for the use of resources in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value but it should reflect a return to the Provider sufficient to reimburse for the costs of production or treatment.

5.3 Personnel. The Recipient shall pay the Provider's cost of salaries for the time spent by all personnel in assisting the Recipient, including a provision for overtime, vacation, holidays, sick leave, insurance, retirement, payroll taxes, and other direct salary costs. No overhead costs shall be included.

5.4 Equipment and Facilities. The Recipient shall pay the Provider for the use of equipment and facilities in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value- rental charge but it should reflect a return to the Provider sufficient to reimburse for the costs of ownership and operation. Unless otherwise arranged, the default rate for equipment is the current FEMA reimbursement rate.

The Recipient shall return all equipment and facilities in undamaged condition, subject to reasonable wear and tear. If equipment and/or facilities are damaged, the Recipient shall pay the cost of repair. If equipment is damaged beyond repair, it shall be replaced by the Recipient with new or comparable used equipment, acceptable to the Provider. The Recipient shall not be responsible to repair pre-existing damage on equipment or facilities.

5.5 Invoicing and Payment. The Provider shall provide the Recipient a detailed invoice for the cost of the mutual aid services. The invoice will include assigned personnel classification, dates and hours worked, hourly billing rates, equipment used, materials provided, and a summary of total costs incurred. The Recipient shall notify the Provider of any dispute of the information in the invoice within thirty (30) days of receipt. The Parties will cooperate to resolve any disputes before resorting to legal remedies.

The Recipient shall pay the Provider within sixty (60) days of receipt of the invoice for any undisputed charges or within fifteen (15) days after resolution of any disputed charges. By mutual consent, the Provider and Recipient may agree to an alternate payment schedule and/or charges in consideration of federal and/or state reimbursements or other factors.

6. INDEMNIFICATION.

6.1 Indemnity for Requested Assistance. To the fullest extent provided by law, each Recipient shall fully indemnify and hold the Provider and its elected officials, officers, employees, contractors, authorized volunteers and agents ("Indemnified Parties") harmless from any liabilities, claims, demands, causes of action, costs, expenses, losses or damages,

including attorney's fees and expert witness fees (collectively, "Claims") arising out of, or occurring during or in the course of the provision of assistance under this Agreement. Recipient shall assume on behalf of the Provider, the defense of any Claims in which liability is sought to be imposed on the Provider or shall reimburse the Provider for all reasonable costs of defending or responding to such action, claim or demand, including reasonable attorneys' fees. Notwithstanding the above, Recipient shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party. Obligations arising out of this section shall survive the termination or withdrawal from this Agreement by a Party hereto.

6.2 Liability for Joining. In the event of any Claims of whatever kind or nature arising out of the rendering of assistance pursuant to this Agreement, the Parties involved in rendering or receiving assistance agree to indemnify and hold harmless, to the fullest extent permitted by law, each signatory to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such Claims, is the execution and approval of this Agreement. Such indemnification shall include indemnity for all Claims, including but not limited to Claims for personal injury and property damage.

7. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS; EMPLOYER RESPONSIBILITIES.

Notwithstanding any provision of this Agreement, it is the intent of the Parties that, to the fullest extent permitted by law, any employee of a Provider that provides labor pursuant to this Agreement, is performing the labor within the course and scope of employment for Provider and, therefore, will be covered by Provider's workers' compensation insurance coverage during performance of any labor provided under this Agreement. Without limiting the generality of Section 6.1, the Provider shall indemnify and hold the Recipient and its elected officials, officers, employees, contractors, authorized volunteers and agents harmless from any and all Claims for personal injury or death incurred by such officers, employees or agents while engaged in carrying out their duties, functions or activities under this Agreement, except to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party.

Each Party shall pay all wages, salaries, and other amounts due to its employees and agents in connection with any and all services performed under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

8. INSURANCE. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance. including coverage through a pooled risk joint powers agency with limits as shown.

8.1 Workers' Compensation: A program of Workers' Compensation Insurance or a state-approved self-insurance program 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.

8.2 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).

8.3 Additional Named Insured: All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

8.4 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.

9. EXECUTION AND EFFECTIVE DATE. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument. Electronic signatures or signatures on copies transmitted by email or telefax shall have the same force and effect as original signatures and any copy of this Agreement with executed counterparts so transmitted shall be admissible in any administrative or judicial proceeding as evidence of the Parties' agreement. Each Party shall, upon approval of this Agreement, forward a certified copy of its resolution or other action approving the Agreement to all other Parties.
10. TERMINATION NOTICE. This Agreement shall remain operative and effective as between each and every Party that has heretofore or hereafter approved or executed this Agreement until participation in this Agreement is terminated by the Party. A Party which no longer desires to participate shall, by resolution or other action, give notice terminating its participation in this Agreement to all other Parties. This Agreement is terminated as to such party 30 days after notice to all Parties has been given.
11. AGREEMENT BINDING. This Agreement shall be binding upon and inure to the benefit of the Original Signatory Parties and all parties who may subsequently enter into this Agreement, and their successors and assigns.
12. THIRD PARTY RIGHTS. This Agreement is only for the benefit of the Parties as municipal or local government entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall

have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

13. SEVERABILITY. In the event that any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Venue shall be in the state courts located in Mendocino County. In the event any Party seeks to change venue under Code Civ. Proc. §394, the Parties agree to waive the right to a jury trial and stipulate to the appointment of an out-of-county judge by the Judicial Council to hear the case in Mendocino County.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by each of the Parties hereto.
16. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically provided in writing.
17. Addition of Signatory Parties: Additional cities or special districts in Mendocino County may become parties to this agreement with the approval of the Original Signatory Parties by duly approving and executing this Agreement in accordance with Section 9. The Chief Executive Officer of the County and the city managers of Ukiah and Fort Bragg are hereby delegated the authority by their respective governing bodies to approve the addition of a party or parties to this Agreement.

SIGNATURES ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, each of the Parties have caused this Mutual Aid Agreement to be executed by its authorized agent or official evidencing the consent of its legislative body hereto.

CITY OF UKIAH

By: Mayor Juan Orozco
Ukiah City Council

ATTEST:
Kristine Lawler, City Clerk

APPROVED AS TO FORM:

David J. Rapport, City Attorney

CITY OF FORT BRAGG

By: Mayor Bernie Norvell
Fort Bragg City Council

ATTEST:

June Lemos, City Clerk

APPROVED AS TO FORM:

COUNTY OF MENDOCINO

By: Dan Gjerde, Chairman
Board of Supervisors

ATTEST:
_____, Clerk of the Board

APPROVED AS TO FORM:

Christian Curtis, County Counsel



Mendocino County **Board of Supervisors** *Special Meeting*



August 24, 2021



- Drought Status
- Water Supply Replacement Project (WSRP) Concept
- WSRP Cost Model
- Regulatory Concerns





Mendocino Coast

- Historically Fort Bragg supplied 50-75k gallons/day hauled water during to points south
- Decreasing supplies led to curtailment in July
- Other local sources have been curtailed this week
- Currently no hauled water sources available on the coast

Countywide

- Increasing concerns and anecdotal reports of dry wells
- Russian River diversion curtailments
- Activated County Emergency Operations Center
- Regional Operation Area Partners Meetings





- **Initial scope**
 - Long Haul water from City of Ukiah to City of Fort Bragg
 - Treated through City of Fort Bragg
 - Made available for unincorporated hauling
- Potential State Funding Available for Health & Human Safety
 - **Domestic Price** = *Water* + *Local Haul*
 - **Commercial Price** = *Water* + *Long Haul* + *Local Haul*
- Designed to be scalable to other area if needed



WSRP Cost Model



Cost Items	Estimated Values
Daily Demand (Gal)	118,500
Water Cost	\$0.03
Haul Cost/Gal	\$0.24
Total Cost*/Gal	\$0.27
Total Cost* /Day	\$31,995
Total Cost*/Month	\$959,850

**Water sold to commercial customers may include long haul costs – which could be returned to the County. Water sold to domestic users may exclude long haul costs and may be reimbursable under State programs.*





- **Division of Drinking Water**
 - Treated water to municipal system
 - Vehicle Certifications
- **Division of Water Rights**
 - Place of Use
 - Groundwater
 - Pre-1914
 - Appropriative





Joshua Metz

jmetz@rgs.ca.gov

(650) 587-7300 x27

[c] (707) 206-2111

Drought Hotline

(707) 234-6363

Drought@MendocinoCounty.org

Report Dry Wells

[mydrywatersupply.water
.ca.gov/report/](http://mydrywatersupply.water.ca.gov/report/)

