

A G E N D A

**Board of Trustees – Regular Meeting
Monday, December 3, 2018, 5:30 pm at the District Office**

1. Roll Call
2. Public Expression- See End of Agenda for Information on Public Expression
3. Urgent Items
4. Approval of Agenda
5. Approval of November 5, 2018 Regular Meeting Minutes
6. November Financial Report (Accounts Payable, Income/Expenses/%Budget, Balance Sheet w/ YTD Comp)
7. Committee Reports

Items for Discussion and Possible Action:

8. Consideration of Changing the Time and/or Day of Regular Board Meetings
9. General Manager Recruitment Update
10. Consideration of Contract with Tamara Alaniz to Provide Transitional General Manager Services
11. Point of Delivery and Irrigable Acreage Mapping Update
12. Master Calendar – December
13. Board Member Reports
14. General Manager Report
15. Direction on Future Agenda Items
16. Closed Session – Public Employment; General Manager: Government Code Section 54954.5
17. Adjournment

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

PUBLIC EXPRESSION – The Board welcomes public participation in its Board meetings. Comments shall include any item not on the agenda that is within the subject matter jurisdiction and authority of the District. No action may be taken on any item not appearing on the agenda; however, the Board may direct such items to be placed on the agenda of a future meeting or may request additional information on any such item. The Board may limit testimony to three (3) minutes per person and not more than ten (10) minutes for a particular subject. All items on the agenda are considered action items unless otherwise noted. All times and the order of business are approximate and subject to change. (Posted 11-29-18)

President
Matthew Froneberger

Vice President
John Reardan

Treasurer
Tyler Rodrigue

Trustee
Alfred White

Trustee
William Carson

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Mendocino County
RUSSIAN RIVER FLOOD CONTROL &
WATER CONSERVATION IMPROVEMENT DISTRICT
151 Laws Avenue, Suite D Ukiah, CA 95482
(707) 462-5278 rrfc@pacific.net

MINUTES
Regular Meeting
November 5, 2018

1. Roll Call

President Matthew Froneberger called the meeting to order at 5:30pm in the District Offices.

Members Present: Matthew Froneberger, President
John Reardan, Vice President
Tyler Rodrigue, Treasurer
Alfred White, Trustee
William Carson, Trustee (arrived 5:32pm)

Staff: Tamara Alaniz, General Manager

2. Public Expression – No one from the public indicated an interest in addressing the Board.

3. Urgent Items - None

4. Approval of Agenda

Vice President Reardan moved to approve the agenda. Trustee White seconded the motion. The motion was approved by unanimous vote:

Ayes: 5 (Carson, Froneberger, Reardan, Rodrigue, White)

5. Approval of the Regular Meeting Minutes

Trustee White moved approval of the Minutes for the October 1, 2018 Regular Meeting. Vice President Reardan seconded the motion. The motion was approved by unanimous vote:

Ayes: 5 (Carson, Froneberger, Reardan, Rodrigue, White)

6. Financial Report (Accounts Payable, Profit/Loss/%, Balance Sheet)

It was noted the Ranch System payment is for the remaining telemetry accounts for 2018. The Sonoma County Water Agency payment is for the 3rd of 4 payments on a cost-share for the USGS surface and ground water interaction study. The final payment will be requested in 2019.

Trustee Carson moved the financial report be accepted as presented and filed. Vice President Reardan seconded the motion. The motion was approved by unanimous vote:

Ayes: 5 (Carson, Froneberger, Reardan, Rodrigue, White)

7. Committee Report

GM Alaniz noted no committees met although the General Manager Recruitment ad-hoc committee is actively communicating and coordinating a meeting with the recruiter.

President *Vice President* *Treasurer* *Trustee* *Trustee*
Matthew Froneberger *John Reardan* *Tyler Rodrigue* *Alfred White* *William Carson*

49 **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

50
51 **8. Consideration of Allocating the District’s Equal Share of Inland Water and Power**
52 **Commission Legal Fees for Negotiation of Possible Acquisition of the Potter Valley Project**
53 GM Alaniz and Janet Pauli, Inland Water and Power Commission, presented.

54
55 Trustee Carson moved to approve the allocation for cost sharing the legal expenses to investigate
56 acquisition of the Potter Valley Project, up to \$20,000. Trustee White seconded the motion. The
57 motion was approved by unanimous vote:

58 Ayes: 5 (Carson, Froneberger, Reardan, Rodrigue, White)

59
60 **9. Point of Delivery and Irrigable Acreage Mapping Update**

61 GM Alaniz provided an update on the project, noting the next steps, with an expected finalized
62 map presented at the December 3, 2018 Regular Meeting. It was clarified that the corrected and
63 enhanced map is an interactive tool for planning and other projects, not a change to the map
64 submitted with the water rights license.

65
66 **10. General Manager Recruitment**

67 GM Alaniz provided an update.

68
69 **11. Master Calendar**

70 The Eel Russian River Commission is scheduled to meet Friday November 9, 2018.

71
72 **12. Board Member Reports**

73 *President Froneberger* reported the Calpella County Water District regular meeting was cancelled
74 although he tried to attend.

75 *Trustee White, Trustee Carson, and GM Alaniz* reported on Millview County Water District and
76 Redwood Valley County Water District rate study and developments with the Upper Russian
77 River Water Agency.

78
79 **13. General Manager Report**

80 Nothing additional was reported.

81
82 **14. Direction on Future Agenda Items**

83 The Board directed staff to add the following items:

- 84 • Strategic Planning update after new General Manager employed.
- 85 • Meeting time change to the first Monday of the month at 5:00pm, instead of 5:30pm.
- 86 • Rotation of Chair, Vice Chair, and Treasurer positions on the Board.

87
88 **15. Closed Session – Public Employment; General Manager: Government Code Section**
89 **54954.5**

90 The Board entered closed session at 6:28pm. The Board exited Closed Session at 6:36 pm with
91 no action to report.

92
93 **16. Adjournment**

94 Trustee White moved to adjourn at 6:37 pm. Trustee Rodrigue seconded the motion. The motion
95 was approved by unanimous vote:

96
97 Ayes: 5 (Carson, Froneberger, Reardan, Rodrigue, White)

Russian River Flood Control District

Accounts Payable

November 2018

	<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
Bob Murray and Associates Inc	Bill Pmt -Check	11/26/2018	General Manager search - Invoice #8000	SBMC Checking	-3,071.51
CA Tax and Fee Admin-Water Rights S	Bill Pmt -Check	11/26/2018		SBMC Checking	-10,215.16
Cardmember Service	Bill Pmt -Check	11/26/2018	November 2018 Statement	SBMC Checking	-246.07
Intuit	Check	11/08/2018	Monthly Subscription	SBMC Checking	-2.00
IWPC JPA	Bill Pmt -Check	11/26/2018	2018 PVP Legal Investigation Cost Share	SBMC Checking	-20,000.00
Ricoh USA, Inc.	Bill Pmt -Check	11/26/2018	Invoice 101361871	SBMC Checking	-67.54
US Cellular	Bill Pmt -Check	11/27/2018	Invoice #0279134528	SBMC Checking	-98.90
Willow County Water District	Bill Pmt -Check	11/05/2018	November 2018 Rent and Utilities	SBMC Checking	-578.35

Russian River Flood Control District

Income & Expense / Budget vs. Actual

Accrual Basis

July 2018 through June 2019

	Jul '18 - Jun 19	Budget
Ordinary Income/Expense		
Income		
Interest-LAIF	0.00	0.00
Interest-SBMC	0.00	0.00
Other Inc	0.00	0.00
Property Taxes		
Current Secured	0.00	36,736.20
Current Unsecur	0.00	1,420.00
Highway Prop. Rental	0.00	0.00
Homeowner Exemp	0.00	428.00
HOPTR	0.00	0.00
MCRDA Pass thru	0.00	0.00
Prior Secured	0.00	0.00
Prior Unsecured	0.00	25.00
SB813	3,791.28	209.04
Supplement Roll	0.00	0.00
URDA Pass thru	0.00	0.00
Total Property Taxes	3,791.28	38,818.24
Uncategorized Income	0.00	0.00
Water Sales		
Application Fee	0.00	0.00
Water Sales - Other	0.00	262,859.04
Total Water Sales	0.00	262,859.04
Total Income	3,791.28	301,677.28
Expense		
Account-Audit	0.00	4,000.00
Bank Charges	0.00	60.00
Conservation Program	0.00	0.00
Consulting	6,345.65	10,000.00
District Vehicle	2,868.79	3,000.00
Election	0.00	0.00
Engineering		
Water Accounting	0.00	0.00
Total Engineering	0.00	0.00
Fees	0.00	1,000.00
Frost WDMP	6,800.00	7,000.00
Gage		
Gualala Gage Reimbursement	0.00	15,650.00
Gage - Other	7,018.75	12,950.00
Total Gage	7,018.75	28,600.00
Insurance		
Employee Life	16,407.24	6,100.00
Liability Insurance	3,976.16	2,500.00
Workers Comp	0.00	3,000.00
Total Insurance	20,383.40	11,600.00
ISRP	0.00	0.00
Legal	1,827.84	20,000.00
Meeting Stipends	2,450.00	4,000.00
Membership	6,810.52	9,000.00
Meters Expense	4,136.44	60,000.00
Office Expense	1,750.81	6,500.00
Payroll Expenses		
CalPERS Company Match	4,190.76	9,000.00
CALPERS Fees	0.00	0.00
CalPERS Unfunded Pns. Liability	3,986.00	4,000.00
Employee 457 Plan	0.00	8,900.00

Russian River Flood Control District
Income & Expense / Budget vs. Actual
July 2018 through June 2019

Accrual Basis

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>
Gross Wages	61,250.00	150,000.00
Roth IRA	0.00	0.00
Traditional IRA	0.00	0.00
Payroll Expenses - Other	0.00	0.00
Total Payroll Expenses	69,426.76	171,900.00
Payroll Taxes		
FICA	3,742.37	0.00
Medicare	895.47	2,000.00
Payroll Taxes - Other	0.00	0.00
Total Payroll Taxes	4,637.84	2,000.00
Postage, Copies & Reproductions	0.00	400.00
Reimbursed Expense	-58,000.00	0.00
Rent	2,600.00	6,360.00
SGMA		
USGS Modeling	0.00	8,000.00
SGMA - Other	0.00	5,000.00
Total SGMA	0.00	13,000.00
SWRCB Permits	10,215.16	11,500.00
Telephone	1,413.15	1,800.00
Training	0.00	2,500.00
Travel/Mileage	0.00	2,500.00
UC Modeling	8,000.00	7,000.00
Uncollectable Accounts	0.00	0.00
Utilities	413.02	1,700.00
Total Expense	99,098.13	385,420.00
Net Ordinary Income	-95,306.85	-83,742.72
Other Income/Expense		
Other Expense		
Operating Reserves	0.00	25,000.00
Total Other Expense	0.00	25,000.00
Net Other Income	0.00	-25,000.00
Net Income	-95,306.85	-108,742.72

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

Accrual Basis

July 2018 through June 2019

	% of Budget
Ordinary Income/Expense	
Income	
Interest-LAIF	0.0%
Interest-SBMC	0.0%
Other Inc	0.0%
Property Taxes	
Current Secured	0.0%
Current Unsecur	0.0%
Highway Prop. Rental	0.0%
Homeowner Exemp	0.0%
HOPTR	0.0%
MCRDA Pass thru	0.0%
Prior Secured	0.0%
Prior Unsecured	0.0%
SB813	1,813.7%
Supplement Roll	0.0%
URDA Pass thru	0.0%
Total Property Taxes	9.8%
Uncategorized Income	0.0%
Water Sales	
Application Fee	0.0%
Water Sales - Other	0.0%
Total Water Sales	0.0%
Total Income	1.3%
Expense	
Account-Audit	0.0%
Bank Charges	0.0%
Conservation Program	0.0%
Consulting	63.5%
District Vehicle	95.6%
Election	0.0%
Engineering	
Water Accounting	0.0%
Total Engineering	0.0%
Fees	0.0%
Frost WDMP	97.1%
Gage	
Gualala Gage Reimbursement	0.0%
Gage - Other	54.2%
Total Gage	24.5%
Insurance	
Employee Life	269.0%
Liability Insurance	159.0%
Workers Comp	0.0%
Total Insurance	175.7%
ISRP	0.0%
Legal	9.1%
Meeting Stipends	61.3%
Membership	75.7%
Meters Expense	6.9%
Office Expense	26.9%
Payroll Expenses	
CalPERS Company Match	46.6%
CALPERS Fees	0.0%
CalPERS Unfunded Pns. Liability	99.7%
Employee 457 Plan	0.0%

Russian River Flood Control District
Income & Expense / Budget vs. Actual
July 2018 through June 2019

Accrual Basis

	% of Budget
Gross Wages	40.8%
Roth IRA	0.0%
Traditional IRA	0.0%
Payroll Expenses - Other	0.0%
Total Payroll Expenses	40.4%
Payroll Taxes	
FICA	100.0%
Medicare	44.8%
Payroll Taxes - Other	0.0%
Total Payroll Taxes	231.9%
Postage, Copies & Reproductions	0.0%
Reimbursed Expense	100.0%
Rent	40.9%
SGMA	
USGS Modeling	0.0%
SGMA - Other	0.0%
Total SGMA	0.0%
SWRCB Permits	88.8%
Telephone	78.5%
Training	0.0%
Travel/Mileage	0.0%
UC Modeling	114.3%
Uncollectable Accounts	0.0%
Utilities	24.3%
Total Expense	25.7%
Net Ordinary Income	113.8%
Other Income/Expense	
Other Expense	
Operating Reserves	0.0%
Total Other Expense	0.0%
Net Other Income	0.0%
Net Income	87.6%

Russian River Flood Control District

Balance Sheet

As of November 28, 2018

Accrual Basis

	Nov 28, 18	Nov 28, 17
ASSETS		
Current Assets		
Checking/Savings		
LAIF		
Capital Reserve	52,000.00	1.00
Emergency Reserve	25,000.00	0.00
Operating Reserve	195,000.00	0.00
WaterSupplyReliability Reserve	209,252.68	0.00
LAIF - Other	0.00	211,251.68
Total LAIF	481,252.68	211,252.68
SBMC Checking	120,252.73	252,985.32
SBMC Savings	67,468.60	217,442.81
Total Checking/Savings	668,974.01	681,680.81
Accounts Receivable		
Accounts Receivable	-4,464.23	2,039.77
Total Accounts Receivable	-4,464.23	2,039.77
Other Current Assets		
Interest Receivable	560.86	560.86
Taxes Receivable	3,515.19	3,515.19
Total Other Current Assets	4,076.05	4,076.05
Total Current Assets	668,585.83	687,796.63
Fixed Assets		
Meters		
At Cost	98,265.89	19,635.04
Total Meters	98,265.89	19,635.04
Total Fixed Assets	98,265.89	19,635.04
TOTAL ASSETS	766,851.72	707,431.67
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
*Accounts Payable	46.01	46.01
Total Accounts Payable	46.01	46.01
Other Current Liabilities		
Payroll Liabilities		
CalPERS	191.20	-472.87
CalPERS 457 Def Comp	0.00	-6,137.91
CalPERS Match	1,001.19	287.74
Federal Withholding	953.00	-720.00
FICA		
Company	387.50	-286.95
Employee	387.50	-286.95
Total FICA	775.00	-573.90
Life Insurance	-780.25	-780.27
Medicare		
Company	90.62	-67.11
Employee	90.62	-67.11
Total Medicare	181.24	-134.22
State Withholding CA	-181.39	-1,016.08
Total Payroll Liabilities	2,139.99	-9,547.51

Russian River Flood Control District
Balance Sheet

Accrual Basis

As of November 28, 2018

	<u>Nov 28, 18</u>	<u>Nov 28, 17</u>
Total Other Current Liabilities	2,139.99	-9,547.51
Total Current Liabilities	<u>2,186.00</u>	<u>-9,501.50</u>
Total Liabilities	2,186.00	-9,501.50
Equity		
Opening Bal Equity	541,116.95	462,253.39
Retained Earnings	321,533.13	499,032.31
Net Income	<u>-97,984.36</u>	<u>-244,352.53</u>
Total Equity	<u>764,665.72</u>	<u>716,933.17</u>
TOTAL LIABILITIES & EQUITY	<u><u>766,851.72</u></u>	<u><u>707,431.67</u></u>

**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES BETWEEN
MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND
WATER CONSERVATION IMPROVEMENT DISTRICT
AND TAMARA ALANIZ**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (hereinafter referred to as "AGREEMENT") is made this _____ day of December, 2018 (hereinafter referred to as the "Effective Date") by and between the MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT, a California Special District formed and operating pursuant to the provisions of Chapter 54 of the Mendocino County Water Agency Act (hereinafter referred to as "DISTRICT"), and TAMARA ALANIZ, a CONTRACTOR (hereinafter referred to as "CONTRACTOR"). DISTRICT and CONTRACTOR may individually be referred to as "Party" or collectively as "Parties" in this AGREEMENT.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONTRACTOR to provide interim consulting services for the position of General Manager;

WHEREAS, CONTRACTOR is willing to contract with the DISTRICT to provide such services on an independent contractor basis for the interim and initial employment of the future DISTRICT General Manager;

WHEREAS, CONTRACTOR holds herself as duly licensed, qualified, and capable of performing said services for the DISTRICT;

WHEREAS, DISTRICT and CONTRACTOR previously entered into an Employment AGREEMENT dated January 25, 2016, amended on September 12, 2016 and January 25, 2018, but CONTRACTOR terminated her employment under that Agreement.

WHEREAS, this AGREEMENT for Services does not replace said Employment Agreement, but establishes a new, temporary, independent contractor relationship as further set forth in Section 1.3 of this AGREEMENT; and,

WHEREAS, this AGREEMENT for Services establishes the terms and conditions for the DISTRICT to retain CONTRACTOR to provide the services described herein.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I ENGAGEMENT OF CONTRACTOR AND AUTHORIZATION TO PROCEED

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.1 of this AGREEMENT.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONTRACTOR to proceed will be as soon as both parties sign the AGREEMENT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT.

1.3 **TERM:** The term of this AGREEMENT shall commence upon the Effective Date and work shall commence January 2, 2019 until a permanent General Manager is hired and DISTRICT desires to terminate this AGREEMENT as described in Section 5.4.

ARTICLE II SERVICES OF CONTRACTOR

2.1 **SCOPE OF SERVICES:** The scope of services to be performed by the CONTRACTOR under this AGREEMENT are limited to related services ordinarily provided by a permanent General Manager under same or similar circumstances and/or otherwise necessary to satisfy the minimum requirements of Section 3.3 of this AGREEMENT.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONTRACTOR

3.1 **DUTIES OF THE DISTRICT:** The DISTRICT will provide all pertinent information necessary for performance of CONTRACTOR obligations under this AGREEMENT, as is reasonably available to the DISTRICT. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions

contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate the Board President as the person to act as the DISTRICT representative with respect to the work to be performed under this AGREEMENT, until the hiring of a permanent General Manager. Such person will have complete authority to transmit instructions, receive information, and interpret and define the DISTRICT's policies and decisions pertinent to the work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONTRACTOR of the change in writing.

3.3 DUTIES OF CONTRACTOR: CONTRACTOR shall perform limited duties associated with the position of DISTRICT General Manager, until a permanent General manager is hired and in such a manner as to comply with all applicable professional standards of care and shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

ARTICLE IV PAYMENTS TO CONTRACTOR

4.1 PAYMENT: The DISTRICT will pay CONTRACTOR for work performed under this AGREEMENT, which work can be verified by the DISTRICT, on the basis of the following: CONTRACTOR shall exercise its good faith best efforts to facilitate a clear definition of work completed. The amount set forth in Section 4.3 of this AGREEMENT is the maximum compensation to which CONTRACTOR may be entitled for the performance of services to complete the work.

4.2 PAYMENT TO CONTRACTOR: Payment will be made by the DISTRICT within twenty (20) calendar days after receipt of invoice, provided that all invoices are complete and product and services are determined to be of sufficient quality by the DISTRICT. CONTRACTOR shall invoice DISTRICT monthly for services performed under this AGREEMENT. In the event that a payment dispute arises between the parties, CONTRACTOR shall provide to the DISTRICT full and complete access to labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 ESTIMATED CHARGES: The CONTRACTOR rate for all work under this AGREEMENT is \$115.00 per hour, which is the cost ceiling as described herein. Any mileage on CONTRACTOR personal vehicle will be charged at the current IRS rate and submitted with invoices; and, any supplies purchased by the CONTRACTOR will be

reimbursed at cost with proof of purchase. CONTRACTOR will have access to the DISTRICT vehicle for work performed under the AGREEMENT until the hiring of a permanent General Manager, at which time the CONTRACTOR shall use the DISTRICT vehicle only at the discretion of the General Manager until CONTRACTOR services cease.

4.4 NO OTHER BENEFITS. DISTRICT shall not be responsible for and CONTRACTOR shall not be entitled to the payment of any other compensation or other amounts to the CONTRACTOR. Under no circumstances shall CONTRACTOR be eligible for or entitled to any of the compensation or benefits that CONTRACTOR may provide to its employees, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit sharing, or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants, or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that Contractor shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

4.5 Taxes. DISTRICT shall report all compensation paid to CONTRACTOR under this Agreement on Form 1099. CONTRACTOR shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Company for any such taxes, penalties or interest.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

5.1 CONTRACTOR acknowledges that She is entering into this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR will not be eligible for any of DISTRICT's employee benefits. CONTRACTOR will not be considered an employee with regard to any laws concerning Social Security, disability insurance, unemployment compensation, federal, state, or local income tax withholding at local source, or any other laws, regulations, or orders relating to employees. Accordingly, CONTRACTOR agrees to discharge all obligations imposed on her as an independent contractor by all applicable federal, state, or local laws, regulations, or orders now or hereafter in force, including, without limitation, those relating to federal, state, and local income taxes and workers' compensation and those relating to the filing of all returns and reports and the payment of all assessments, taxes, and other sums required of an independent contractor. CONTRACTOR shall comply with any and all licensing requirements relating to being an independent contractor, including any business licenses, and shall supply DISTRICT with a duly executed IRS Form W-9 on or before the commencement of services.

(b) In performing any and all services to DISTRICT, CONTRACTOR shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of DISTRICT. CONTRACTOR shall have no authority to bind DISTRICT, enter into contracts, or authorize expenditures without the prior written authorization of DISTRICT. CONTRACTOR shall be solely responsible for compensating and providing any benefits as required by law, contract, or policy to any employees of CONTRACTOR.

(c) CONTRACTOR shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom CONTRACTOR delegates the performance of services under this Agreement, including but not limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. CONTRACTOR shall defend and indemnify DISTRICT and its officers, directors, employees, and agents from any claim or liability asserted against DISTRICT by any personnel of CONTRACTOR arising from or relating to the performance of services under this Agreement.

(c) To the extent CONTRACTOR and its personnel interact with employees of DISTRICT or perform services at the Company or its customers' locations, CONTRACTOR and its personnel shall comply with all rules and policies of DISTRICT that apply generally to all business visitors concerning safety and health, equal employment, unlawful harassment, substance abuse, and personal conduct.

(d) CONTRACTOR is free to engage others to assist in the performance of the services under this Agreement. CONTRACTOR is free to work her own hours and set CONTRACTOR'S own schedule. DISTRICT neither has nor reserves the right to restrict CONTRACTOR from being concurrently engaged in another trade or business, and CONTRACTOR is free to work for others.

e. Except as otherwise provided in Section 4.3, CONTRACTOR shall be responsible for all business expenses associated with his or her trade or business under this Agreement, including but not limited to leasehold expenses, salaries, telephone, traveling, and lodging expenses, and DISTRICT shall not be obligated to pay any such expenses or to reimburse CONTRACTOR therefore.

ARTICLE VI GENERAL PROVISIONS

5.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations.

5.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONTRACTOR if not identified as a sub-contractor in its Proposal unless prior written approval is obtained from the DISTRICT. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the services under this AGREEMENT. If CONTRACTOR subcontracts any of the work to be performed, CONTRACTOR shall be as fully responsible to the DISTRICT for the performance of the work. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of CONTRACTOR and the DISTRICT. Any substitution by subcontractor shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed subcontractor is not acceptable, then CONTRACTOR shall provide a substitute acceptable to the DISTRICT.

5.3 NOTICES: All notices to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows, or to other such address as either party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: Russian River Flood Control and Water
Conservation Improvement District
151 Laws Avenue, Suite D
Ukiah, CA 95482

To CONTRACTOR: Tamara Alaniz
P.O. Box 764
Willits, CA 95490

5.4 TERMINATION OF AGREEMENT:

- (a) Notwithstanding the above, the DISTRICT may terminate this AGREEMENT by giving fifteen (15) days written notice thereof to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further services under this AGREEMENT upon thirty (30) calendar days' written notice.
- (b) In the event that this AGREEMENT is terminated with cause and by decision of the Board of Trustees, as determined at a duly noticed Board meeting, CONTRACTOR shall disengage from any and all activities on behalf of the DISTRICT and receive a final and full payment of services

rendered and invoiced within 48 hours. A release of claims agreement may also be required if so determined by the Board of Trustees.

- (c) In the event of termination of this AGREEMENT, the DISTRICT shall be immediately given title to all original documents and the sole right and remedy of CONTRACTOR shall be to receive payment for all amounts due and not previously paid to CONTRACTOR for services completed or in progress in accordance with the AGREEMENT prior to such date of termination.

5.5 ATTORNEYS' FEES: In the event that either the DISTRICT or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this AGREEMENT, to interpret this AGREEMENT or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or if proceedings has begun.

5.6 INDEMNITY:

- (a) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this AGREEMENT, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR's sub-contractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.

- (b) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this AGREEMENT.
- (c) It is the intent of the parties to this AGREEMENT that the defense, indemnity and hold harmless obligation of CONTRACTOR under this AGREEMENT shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

5.7 SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements. CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to DISTRICT property, and for the safety of, and prevention of injury to, persons, including DISTRICT employees, CONTRACTOR employees, and third persons.

5.8 INTEGRATION AND AMENDMENT: This AGREEMENT contains the entire understanding between the DISTRICT and CONTRACTOR as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous AGREEMENTs, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties hereto. Each party acknowledges that it has not executed this AGREEMENT in reliance on any promise, representation or warranty not set forth herein. This AGREEMENT may not be amended except by a writing signed by all parties hereto.

5.9 ASSIGNMENT: Neither party shall sign or transfer its interest in this AGREEMENT without written consent of the other party. All terms, conditions, and provisions of this AGREEMENT shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

5.10 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

5.11 AUTHORITY: The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to sign this AGREEMENT on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

CONTRACTOR:

DISTRICT:

By: _____
Tamara Alaniz, Contractor

By: _____
Matthew Froneberger, Board President

Date: _____

Date: _____

December 2018

December 2018

January 2019

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12
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27	28	29	30	31		

Monday	Tuesday	Wednesday	Thursday	Friday
Dec 3 9:00am 10:30am LAFCo Board Meeting (501 Low Gap - County Office Building) 5:30pm 7:00pm RRFCD Board Meeting	4 9:00am 11:30am Board of Supervisors Meeting (501 Low Gap Road, Ukiah)	5 5:00pm 6:30pm Water Districts JPA Board Meeting (Laws Avenue Office) 6:00pm 8:00pm City of Ukiah Council Meeting (Council Chambers, 300 Seminary Ave.,	6	7
10 6:30pm 8:00pm Willow County Water District Board Meeting (Laws Avenue Office)	11	12 6:00pm 7:30pm Calpella County Water District Meeting (Calpella Elementary School Library) 6:00pm 7:00pm UV Sanitation District Meeting	13	14 1:30pm 3:00pm GSA Board Meeting (County Administrativ 6:00pm 7:30pm Inland Water and Power Commission (Conferenc 6:30pm 8:00pm Hopland PUD Board Meeting (Piazza de Cam
17 4:00pm 4:30pm MCFB Water Committee (Farm Bureau Office)	18 9:00am 11:30am Board of Supervisors Meeting (501 Low Gap Road, Ukiah) 5:00pm 6:30pm Millview County Water District Board Meeting (Laws Avenue Office)	19 6:00pm 7:00pm City of Ukiah Council Meeting (Council Chambers, 300 Seminary Ave., Ukiah)	20	21 5:00pm 6:30pm Redwood Valley Water District Board Meeting (151 Laws Avenue, Ukiah, CA)
24 CHRISTMAS EVE HOLIDAY	25 CHRISTMAS DAY HOLIDAY	26	27	28
31 NEW YEARS EVE HOLIDAY	Jan 1, 19	2	3	4

General Manager's Report – December 3, 2018

Agenda Item 8. Consideration of Changing the Time and/or Day of Regular Board Meetings

The Board directed that an item be added to the agenda to discuss and consider a new day and time for the Regular Board meetings. At its August 7, 2017 meeting, the Board approved moving the meeting time and date to eliminate conflict with another water district's meeting time. At this time, the Board may consider returning to its original meeting time and day, which was the first Monday of the month at 5:30 pm; or, the Board may consider another day and time. However, no specific time or day has been discussed or proposed, so additional discussion is needed to move forward with a resolution to change when the regular meetings are held. Based on the discussion that ensues, a motion to approve the change is recommended below. A resolution will need to be adopted to officially change the date and time.

A motion to approve changing the time and day of the Regular Board meetings and direct staff to bring forward a resolution to change the time and day of the Regular meetings to the _____ day of the _____ week of the month at _____ p.m.

Agenda Item 9. General Manager Recruitment Update

Bob Murray and Associates (BMA) recruitment firm continues the GM recruitment process. Seven candidates are being pre-interviewed by BMA the first week of December. A meeting between the ad hoc committee and recruitment firm will be held December 13th. A special meeting may be scheduled in December if the timing is appropriate.

Agenda Item 10. Consideration of Contract with Tamara Alaniz to Provide Transitional General Manager Services

Through consultation with the Board, a proposed contract for Ms. Alaniz to provide transitional General Manager Services is provided for consideration. This was circulated for comment to the Trustees and reviewed and revised by District counsel. The independent consultant status and language was proposed by counsel and is agreeable for providing transitional support to the District and the new General Manager as needed. If the Board wants to proceed with this option, a motion is recommended below:

A motion to approve the contract for transitional General Manager Services with Tamara Alaniz as proposed.

Agenda Item 11. Point of Delivery and Irrigable Acreage Mapping Update

[from November 5 GM Report] Shane Feirer has created the new base map with only POD locations/customers and is working on refining the irrigable acreage information on that map. It should be completed for consideration and discussion at the December 3, 2018 Regular meeting. Discussion about the irrigable acreage cap on the water rights license and individual customer issues is expected at that meeting. Future policy decisions on how the irrigable acreage should be managed are likely.

Based on the available database, satellite imagery and GIS mapping analysis and information, the current acreage being irrigated with District contract water is approximately 3,650 acres. The District's license allows a maximum irrigable acreage of 4,095 acres, leaving approximately 445 acres potentially available for the Board to use for consideration of future policy decisions.

Staff recommends that the Board use its future strategic planning endeavors to determine which policies, if any, should be considered for adoption and how they should be implemented amongst the customer base.

OTHER ITEMS

Closed Session – Public Employment; General Manager: Government Code Section 54954.5