

AGREEMENT

This Agreement is entered into by and between REDWOOD VALLEY COUNTY WATER DISTRICT, ROUND VALLEY INDIAN HOUSING AUTHORITY, and COYOTE VALLEY INDIAN RESERVATION.

REDWOOD VALLEY COUNTY WATER DISTRICT agrees to sell and deliver domestic water to ROUND VALLEY INDIAN HOUSING AUTHORITY, and to tenants within units of a 30-unit project located upon the land of COYOTE VALLEY INDIAN RESERVATION, upon the following terms and conditions:

1. The charge for water and the charge for any service rendered by REDWOOD VALLEY COUNTY WATER DISTRICT to the parties to this Agreement or to the occupant of any unit within the project shall be at the same rate as those charged by REDWOOD VALLEY COUNTY WATER DISTRICT throughout the DISTRICT under comparable conditions.

2. COYOTE VALLEY INDIAN RESERVATION and ROUND VALLEY INDIAN HOUSING AUTHORITY shall complete and deliver to REDWOOD VALLEY COUNTY WATER DISTRICT an application for water service in a standard form prepared by the DISTRICT together with the standard initial connection charge for thirty service connections.

3. COYOTE VALLEY INDIAN RESERVATION and ROUND VALLEY INDIAN HOUSING AUTHORITY shall cause to be constructed at their sole expense a system of pipes, backflow prevention devices, check valves, valves and meters at the delivery point, all for the purpose of facilitating the delivery of water and the accurate measure of such delivered water.

4. COYOTE VALLEY INDIAN RESERVATION and ROUND VALLEY INDIAN HOUSING AUTHORITY shall abide by all reasonable rules and regulations that REDWOOD VALLEY COUNTY WATER DISTRICT may establish pertaining to the delivery of water by REDWOOD VALLEY COUNTY WATER DISTRICT to the 30-unit project and pertaining to the use of water so transported and delivered.

5. COYOTE VALLEY INDIAN RESERVATION or ROUND VALLEY INDIAN HOUSING AUTHORITY shall obtain from each parcel occupant within the project, before water is delivered to a unit to be occupied by said parcel occupant, a signed water service agreement in a form acceptable to REDWOOD VALLEY COUNTY WATER DISTRICT and a deposit in an amount determined by the DISTRICT and deliver the signed water service agreement and deposit to REDWOOD VALLEY COUNTY WATER DISTRICT. The deposit will remain with the DISTRICT and will only be applied to the occupant's closing bill when he leaves the parcel.

6. REDWOOD VALLEY COUNTY WATER DISTRICT shall from time to time set a schedule of fees for domestic water service within the DISTRICT and for other charges for services provided by the DISTRICT, and water service and other services shall be supplied to the 30-unit project at the rates so set and upon such reasonable terms and conditions as shall be adopted by the DISTRICT from time to time. The DISTRICT will attempt to give notice to the ROUND VALLEY INDIAN HOUSING AUTHORITY of pending rate changes at the earliest time possible. Said occupants will receive

notice of rate changes at the same time that other DISTRICT customers receive such notices.

7. REDWOOD VALLEY COUNTY WATER DISTRICT shall bill ROUND VALLEY INDIAN HOUSING AUTHORITY monthly a sum equal to the then prevailing minimum water service fee multiplied by thirty, and ROUND VALLEY INDIAN HOUSING AUTHORITY shall promptly pay said sum to REDWOOD VALLEY COUNTY WATER DISTRICT without deduction or offset. If any part of said bill is not promptly paid, then REDWOOD VALLEY COUNTY WATER DISTRICT may, at its election, terminate service to all or any portion of the project and take such other action as it deems appropriate to effect collection or protect its interests. Said billing by REDWOOD VALLEY COUNTY WATER DISTRICT shall not commence until the REDWOOD VALLEY COUNTY WATER DISTRICT portion of the water line construction to each meter outlet is complete, the lines have passed an appropriate pressure check to each meter outlet, the project has been presented to the REDWOOD VALLEY COUNTY WATER DISTRICT Board of Directors for acceptance, and the project has been accepted by the REDWOOD VALLEY COUNTY WATER DISTRICT for operation and maintenance.

8. All of the REDWOOD VALLEY COUNTY WATER DISTRICT portion of the water pipelines and appurtenances upon completion together with appropriate rights of way shall be conveyed immediately to REDWOOD VALLEY COUNTY WATER DISTRICT.

9. REDWOOD VALLEY COUNTY WATER DISTRICT shall examine, test and repair the system, including backflow prevention

devices, in the same manner as it tests and repairs such systems and backflow prevention devices throughout the DISTRICT; and REDWOOD VALLEY COUNTY WATER DISTRICT shall bill ROUND VALLEY INDIAN HOUSING AUTHORITY for such testing and repairs of each of the thirty connections on the same basis as it bills others within the DISTRICT for such examination, testing and repairs, and ROUND VALLEY INDIAN HOUSING AUTHORITY agrees to promptly pay such bills.

10. REDWOOD VALLEY COUNTY WATER DISTRICT shall bill monthly to each unit a sum equal at the then prevailing rate for all water delivered to said unit during the billing period, which water is in excess of the minimum amount delivered to the unit pursuant to the monthly minimum payment.

A) Upon condition that COYOTE VALLEY INDIAN RESERVATION or ROUND VALLEY INDIAN HOUSING AUTHORITY have delivered to REDWOOD VALLEY COUNTY WATER DISTRICT a water service agreement from the then occupant of the unit, REDWOOD VALLEY COUNTY WATER DISTRICT shall bill said occupant of the unit, REDWOOD VALLEY COUNTY WATER DISTRICT shall bill said occupant for such excess water and neither COYOTE VALLEY INDIAN RESERVATION or ROUND VALLEY INDIAN HOUSING AUTHORITY shall be obligated to pay for excess water. If said occupant fails to pay for said excess water in a timely manner, REDWOOD VALLEY COUNTY WATER DISTRICT may take such action to effect collection from the occupant as it deems proper,

and ROUND VALLEY INDIAN HOUSING AUTHORITY and COYOTE VALLEY INDIAN RESERVATION will assist in such action. Such action may include, but is not limited to, the right to terminate service to said unit notwithstanding the fact that said minimum monthly sum shall have been paid in full. In the event that service is terminated, there shall be paid to REDWOOD VALLEY COUNTY WATER DISTRICT before service is restored a sum equal to the amount due for all excess water delivered and not paid for together with a sum equal to the DISTRICT's then customary reconnection fee.

B) In the event that REDWOOD VALLEY COUNTY WATER DISTRICT has not received from the then occupant of the unit a water service agreement and in the event that the bill for excess water is not paid in a timely manner, REDWOOD VALLEY COUNTY WATER DISTRICT may take such action to effect collection from the occupant as it deems proper, and ROUND VALLEY INDIAN HOUSING AUTHORITY and COYOTE VALLEY INDIAN RESERVATION will assist in such action. Such action may include, but is not limited to, the right to terminate service to said unit notwithstanding the fact that said minimum monthly sum shall have been paid in full; and, REDWOOD VALLEY COUNTY WATER DISTRICT shall have no obligation to restore water service to such unit until the bill for minimum water service and the bill for excess water service shall have been paid in full. In the event that service is terminated, there shall be paid to

REDWOOD VALLEY COUNTY WATER DISTRICT before service is restored a sum equal to the amount due for all excess water delivered and not paid for together with a sum equal to the DISTRICT's then customary reconnection fee.

Dated: ^{DECEMBER} ~~November~~ ⁴, 1986.
_{LT}

REDWOOD VALLEY COUNTY
WATER DISTRICT

By 

Derek G. Ross
Chairman

ATTEST:

REDWOOD VALLEY COUNTY
WATER DISTRICT

By 

Keith Tiemann
Secretary

ROUND VALLEY INDIAN
HOUSING AUTHORITY

By 

James Whipple
Executive Director

COYOTE VALLEY INDIAN
RESERVATION

By 

Chairwoman

By _____

Approved:

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By 

AGREEMENT

WATER SERVICE TO
COYOTE VALLEY INDIAN RESERVATION
WITH
AMENDMENT NO. 1

This Agreement was entered into the second day of November, 1983, between the Redwood Valley County Water District, hereinafter referred to as the District, and the Round Valley Indian Housing Authority, hereinafter referred to as the RVIHA, and amended by the District and the RVIHA effective the date of the last signature to this Amended Agreement.

I. PROJECT DESCRIPTION

A. General ✓

The RVIHA intends to construct a 30-unit housing project on the Coyote Valley Indian Reservation, Mendocino County, California. The Project will require a water supply for domestic and fire protection purposes. The District will furnish the desired water supply from an existing 8-inch main located approximately 650 feet west of the Reservation in a private housing development currently under construction and from an existing 4-inch main located 900 feet north of the Reservation on Pinecrest Drive. A map showing the general location of the proposed facilities is attached as Exhibit A.

B. OFF-SITE FACILITIES

Off-site water facilities will consist of 1,500 feet of 8-inch water main and appurtenances extending from the

Mayfield Housing Development across Highway 101 to a
point of intersection with a second connection main
from Pinecrest Drive, said connection line to consist of
900 feet of 6-inch water main and appurtenances, and
continue with 2,100 feet of 6-inch water main and
appurtenances, from the point of intersection to the
northerly boundary of the Housing Project Area. The
total distance is approximately 4,500 feet, of which
650 feet of 8-inch main and 800 feet of 6-inch main
will be constructed on land of others, both public and
private and will be designated "OFF-SITE" and 850 feet
of 8-inch main and 2,200 feet of 6-inch main will be
constructed on land belonging to the Coyote Valley
Indian Reservation, but not within the Housing Project,
which shall be designated "OFF-SITE (CVIR)".

C. ON-SITE WATER FACILITIES

On-site water facilities will consist of distribution mains, hydrants, services and appurtenances constructed within the boundaries of the Housing Project Area. Thirty (30) housing units will be constructed in the initial project. Twenty (20) additional units are planned in the future.

II. DISTRICT RESPONSIBILITIES

A. OFF-SITE FACILITIES

1. Prepare drawings, specifications and contract documents.
2. Prepare easement descriptions. Obtain Preliminary

Title and Reports and Appraisals, if necessary.

Secure all easements and rights-of-way except those crossing Indian lands.

3. Secure approval from the Mendocino County Department of Public Works or the California Department of Transportation for all work within public roadways.
4. Submit project plans and specifications to the U.S. Bureau of Reclamation and RVIHA (3 sets) for review.
5. Advertise the project for public bidding. Provide bid documents. Receive bids; submit the acceptable bid together with engineer's recommendation to RVIHA for written approval. The failure of RVIHA to approve the bid within fifteen (15) days after submission may be treated by the District as a rejection of the bid. Award contract.
6. Administer construction contract. Review and process Contractor submittals. Prepare and process change orders and monthly progress payment requests. Change orders in amount of \$5,000 or less shall require advance oral approval of RVIHA, Indian Health Service, and the HUD supervising architect and they shall be subsequently documented. Change orders in excess of \$5,000 shall require the advance written approval of the RVIHA.

7. Provide resident engineering/inspection services during construction. Conduct materials tests. Witness hydrostatic and leakage tests. Compile record drawings. Verify field quantities for payment purposes. File Notice of Completion.
8. Enforce warranty provisions of construction contract(s).
9. Maintain complete and accurate financial records. Handle all fund disbursements.
10. Accept, operate and maintain the facilities upon completion of construction and supply water through them pursuant to this Agreement and in the normal course of the business of the District.
11. Provide record drawings for construction performed on OFF-SITE (CVIR) land to the Indian Health Service, RVIHA, and the Coyote Valley Indian Reservation Tribal Council. This requirement shall include record drawings for any work performed at a future date on or in land for which easement rights have originated in this Agreement.

B. ON-SITE WATER FACILITIES

1. Review drawings and specifications to be provided by RVIHA.
2. Enforce warranty provisions of construct contract(s). ✓
3. Accept, operate and maintain the on-site water

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facilities up to and including the individual meters serving the units upon completion of construction.

4. Make periodic inspection visits during construction. Witness hydro-static and leakage tests. Receive and review materials tests performed at the direction of RVIHA.

III. RVIHA RESPONSIBILITIES

A. OFF-SITE WATER FACILITIES

1. Provide District with all available survey information on Reservation boundary to assist in preparation of easement description.
2. Provide funding in accordance with the terms of this Agreement.
3. Provide all necessary rights-of-way or easements over OFF-SITE (CVIR) land.

B. ON-SITE WATER FACILITIES

1. Prepare plans and specifications conforming to District Standards. Submit a minimum of five (5) copies for review and approval by the District prior to construction.
2. Provide all necessary rights-of-ways or easements.
3. Provide three sets of approved construction documents for District use during construction. Provide District with one set of reproducible mylars for compilation of record drawings.

III. A. 3
DELETED
(LAST PART)

4. Construct on-site water facilities in accordance with approved drawings and District Standards.
5. Convey the completed facilities to the District free and clear of all liens, claims or encumbrances.
6. ~~Provide~~ warranty provisions in construction contract for a period of up to three (3) years following completion of work. Insure that all warranty and applicable bonds are fully transferable to the District.
7. Install individual pressure regulators on the building side of each meter.
8. Provide continuous inspection visits during construction. Conduct hydro-static and leakage tests. Arrange for materials tests.

CHANGE
BEGINNING

IV. WATER MAIN SIZE

The 8-inch main connection in combination with the 4-inch main connection will provide fire flows in the range of 600-800 gpm at the Housing Project Area boundary. This will be less than recommended by ISO, but greater than the District's minimum design value.

A copy of the District Design Criteria is attached as Exhibit B.

V. PRELIMINARY ESTIMATE OF DISTRICT COSTS

RVIHA shall pay the District's connection fee equivalent to the District's costs. A preliminary estimate of those costs follows:

A. CONSTRUCTION - OFF-SITE FACILITIES		<u>Total Cost</u>
3,000 L.F. 6" CL 150 Water Main @ \$17.90/Ft.		\$ 53,700
1,500 L.F. 8" CL Water Main @ \$19.50/Ft.		29,250
X Bored Road Crossing (150') @ \$8,700/L.S.		8,700
ADD 1 G.V. 6 EA. Gate Valves @ \$600/Ea.		3,600
2 EA. Air Release Valves @ \$500/Ea.		1,000
2 EA. Connect to Existing Main @ \$1,000/Ea.		<u>2,000</u>
SUBTOTAL CONSTRUCTION		\$ 98,250
B. INCIDENTAL EXPENSES		
Preliminary Costs		\$ 2,000
Design Engineering & Surveys		14,000
Contract Administration/Inspection		9,000
Materials Tests		700
Arch. Plan Review		300
Easements		7,000
Legal Fees		1,000
On-Site Facilities Inspection		4,000
Std. Connection Fees(30-units)		9,000
* Buy-in Fee		20,000*
Deposit (30-units)		750
Subtotal Incidentals		<u>\$ 67,750</u>
ESTIMATED COST		\$ 166,000
5 % CONTINGENCIES		<u>\$ 8,500</u>
TOTAL ESTIMATED COST		\$ 174,500

* actual payment per Paragrph VIII

The parties acknowledge that the foregoing estimate is preliminary in nature and is not intended to represent the basis for payment under this Agreement. Payments shall be based upon actual costs and expenses incurred by the District under the terms of this Agreement. If the actual cost of any of the above items is anticipated to exceed twenty-five percent of the above estimated amount, written approval from RVIHA must be obtained before such additional cost is incurred.

VI. ADVANCEMENT OF FUNDS TO DISTRICT

The District does not have funds budgeted to carry out their responsibilities under this Agreement. RVIHA will therefore make advance payments on the total connection fee in accordance with the following schedule:

<u>Description</u>	<u>Amount of Advance</u>
Upon Notice to Proceed with Project	\$ 28,300
Prior to award contract for construction of OFF-SITE water facilities	<u>25,700</u> Plus a Bid Price Times 1.05
Upon commencement of construction of on-site water facilities	4,000
Upon completion of the OFF-SITE water development project or upon delivery of water to any of the units of housing, whichever shall first occur, a standard connection fee	9,750

*INCL \$20,000 TO MAYFIELD
 ANY CHG. FROM 8-1 NOTIFY RVIHA*

The District shall maintain accurate records of all costs associated with work for which they will be responsible under this Agreement. Those records shall be available for RVIHA review and audit at any time during normal business hours, and for a period of 3-years following completion of the project. In the event that RVIHA advances exceed District costs, the District shall refund the excess within thirty (30) calendar days of the date of completion of the construction. In the event that the advances are less than the District's costs, RVIHA shall provide the additional funding required within thirty (30) days of receipt of the District's request.

VII. BUY-IN AGREEMENT

ALL NEW
In order to provide water service to the private housing development currently under construction adjacent to the westerly boundary of the Reservation, Mr. Ross Mayfield installed, at his own expense, 3,300 lineal feet of 8-inch water main, which was deeded to the District in ~~June~~^{July} of 1984.

In exchange for the right to connect to the existing 8-inch water main located on Mayfield property and for easements thereto, the District shall reimburse Mr. Mayfield fifty (50) percent of any saving realized in overall project costs by switching the connection point from School Way to the Mayfield Housing Development.

The said payment shall not be less than \$20,000.00 nor more than an actual prorated share of the cost of construction of the 3,300 feet of water main extension, based on an ultimate construction of fifty (50) units for the Mayfield property and fifty (50) units for the Reservation. The maximum buy-in fee shall be \$42,669.00 which represents fifty percent of the cost to Mr. Mayfield for construction of the water main extension. The \$20,000.00 shall be due and payable to Mr. Mayfield prior to the contract award for construction of Off-Site water facilities. Any final payment due shall be made by the District upon completion of all activities related to the planning, construction and acceptance of all Off-site and On-site facilities. Any Final payment made shall be reviewed and approved by the RVIHA prior to actual fund disbursement.

VIII. REFUNDING AGREEMENT

The off-site water facilities to be installed under this Agreement shall provide capacity for other potential developments lying between School Way and Mayfield Housing Development. The District agrees that if any new developments connect to the main(s) between the connection points in the Mayfield Housing Development and Pinecrest Drive, or if any new developments requiring flows in excess of those currently available from the existing 4-inch main in and about Pinecrest Drive between Highway 101 and

School Way connect within a period of ten (10) years from the date of acceptance of the facilities by the District, the District shall impose and collect in addition to all other fees and levies, a special fee to be determined as follows: The sum of \$66.50 multiplied by the number of lots or units projected to be served by the connection multiplied by 120 months less the number of complete months from the acceptance of the facilities by the District to the date of the application for the connection. The sum so determined shall be collected from the applicant and paid to RVIHA within thirty (30) days after receipt by the District.

ADDED
Future developments within the boundaries of the Coyote Valley Indian Reservation are excluded from this refunding agreement.

IX. INDIAN PREFERENCE

1. The work to be performed under this contract is on a project subject to Section 7(b) of the Indian Self Determination and Education Systems Act (25 USC 450e(b)). Section 7(b) requires that to the greatest extent feasible (i) preferences and opportunities for training and employment shall be given to Indians, and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

2. The parties to this contract shall comply with the provisions of said Section 7(b) and all HUD requirements pursuant thereto.

3. The contractor shall, in connection with this contract, to the greatest extent feasible, give preference in the award of any subcontractors to Indian organizations and Indian-owned Economic Enterprises, and preference in opportunities for training and employment to Indians.

4. The contractor shall include this Section 7(b) clause in every subcontract in connection with the project and shall, at the direction of the RVIHA, take appropriate action pursuant to the subcontract upon a finding by the RVIHA or HUD that the subcontractor is in violation of the Section 7(b) clause.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the ~~late~~^{last} signature below.

REDWOOD VALLEY COUNTY
WATER DISTRICT

ROUND VALLEY INDIAN
HOUSING AUTHORITY

BY: *Deborah G. Pease*
Chairman

Executive Director

Date

July 6 1984

Date

ATTEST:

BY: *J. W. Cross*

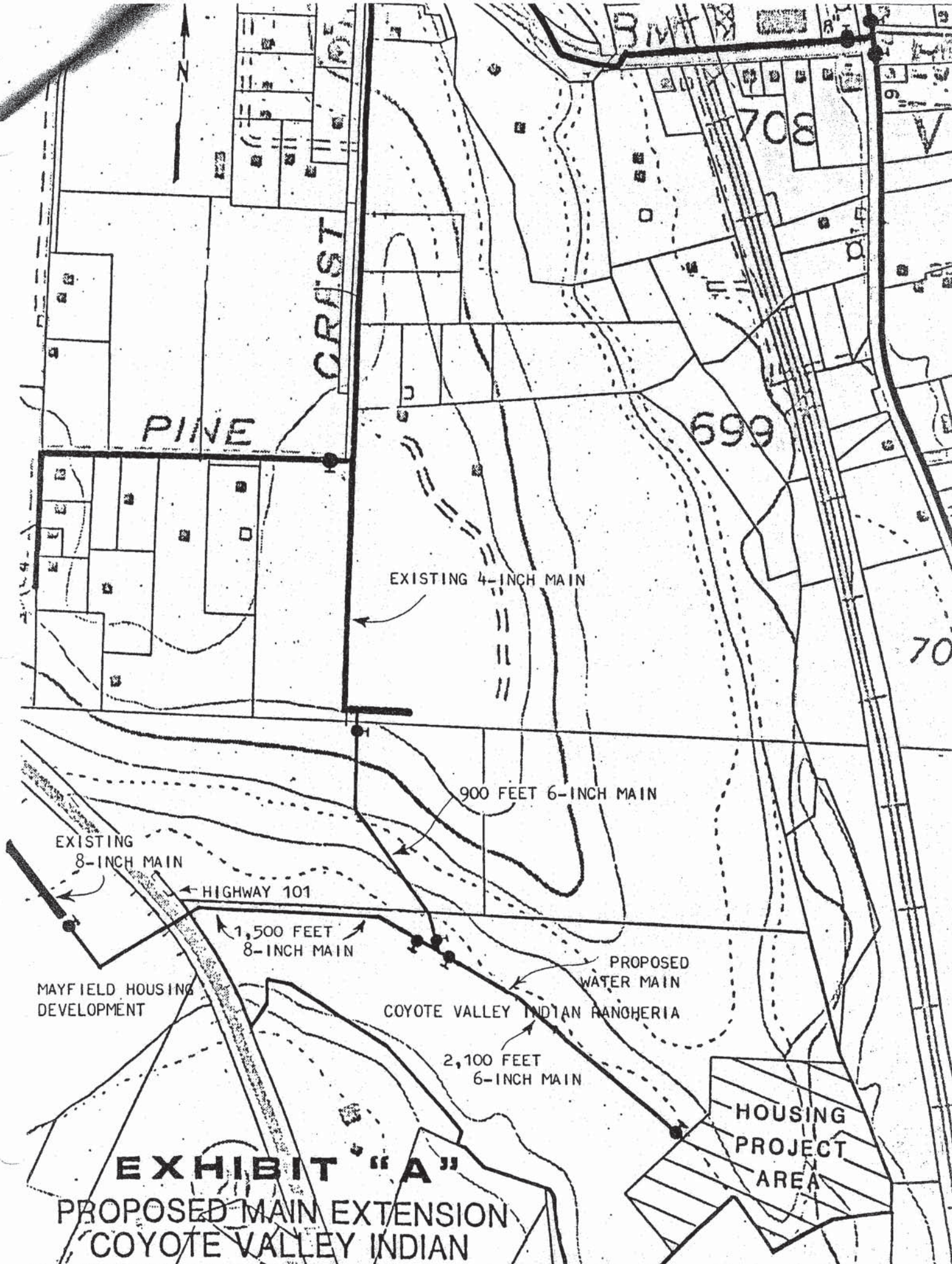
Date

Secretary
7-7-84

APPROVED:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: _____



PINE

CRIST

699

708

70

EXISTING 4-INCH MAIN

900 FEET 6-INCH MAIN

EXISTING 8-INCH MAIN

HIGHWAY 101

1,500 FEET 8-INCH MAIN

PROPOSED WATER MAIN

MAYFIELD HOUSING DEVELOPMENT

COYOTE VALLEY INDIAN RANCHERIA

2,100 FEET 6-INCH MAIN

HOUSING PROJECT AREA

EXHIBIT "A"

**PROPOSED MAIN EXTENSION
COYOTE VALLEY INDIAN**

EXHIBIT B

REDWOOD VALLEY COUNTY WATER DISTRICT

DESIGN CRITERIA
DOMESTIC WATER SYSTEM

1. Water Use
 - Service Area population using service 4560
 - Persons per water service connection 3.8
 - Number of service connections 1200
 - Gallons per capita per day 183
 - Ratio maximum month to average month 1.80
 - Ratio Max. day to average day 2.00
 - Ratio Max. hour to average hour 3.20
 - Design Flow per Service - gpm 1.00
 - (Ave. rate max. day)
 - Annual Water Requirement - A.F. 935

2. Storage
 - "Storage Capacity" equal to 50% of Max. Day Demand.

3. Fire Demand for Hydrants on Domestic System from Combination of Elevated Storage and Pumping Capacity
 - Optimum - 1000 gpm + Domestic Max. Day
 - Minimum - 350 gpm + Domestic Max. Day

4. Service Pressures
 - Minimum - 35 psi
 - Maximum - 100 psi

5. Pipe Line Hydraulics
 - Hazen-Williams - Coefficient = 125 22" I.D. or less
 - = 130 24" or greater

AMENDMENT NO. 2

TO
AGREEMENT: WATER SERVICE TO COYOTE VALLEY
INDIAN RESERVATION DATED NOVEMBER 2, 1983

In consideration of an easement for underground pipelines granted by JOHN E. MYERS and JOYCE M. MYERS to REDWOOD VALLEY COUNTY WATER DISTRICT, the undersigned, and each of them, agree that:

1) The owners of the real property situated in the County of Mendocino, State of California, more particularly described as Parcels 1 and 2, as numbered and designated upon the Parcel Map of Minor Subdivision No. 56-82, filed October 27, 1982, in Map Case 2, Drawer 39, Page 70, Mendocino County Records, and the heirs and assigns of such owners, shall have the right to connect to the six-inch pipeline to be constructed upon such easement for the purpose of providing water within such Parcels 1 and 2 all without the necessity of paying any fee for such connection as might otherwise be required pursuant to the terms of that agreement dated November 2, 1983, between REDWOOD VALLEY COUNTY WATER DISTRICT and ROUND VALLEY INDIAN HOUSING AUTHORITY and Amendment No. 1 thereto.

2) The number of connections permitted pursuant to Paragraph 1 shall be limited to the maximum number of connections which might be created pursuant to the zoning rules and regulations of the County of Mendocino as of September 1, 1984.

3) A fire hydrant will be placed within such easement at or near the location shown for such fire hydrant on the present plans and specifications for the water pipeline.

REDWOOD VALLEY COUNTY
WATER DISTRICT

Dated: October , 1984

By Ernest E. Butow
Ernest E. Butow,
Chairman

ATTEST:

Dated: October , 1984

By John E. Groth
John E. Groth,
Secretary

ROUND VALLEY INDIAN
HOUSING AUTHORITY

Dated: October , 1984

By _____
James Whipple,
Executive Director

Approved:

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By _____

Dated: October , 1984

JOHN E. MYERS

Dated: October , 1984

JOYCE M. MYERS

ORIGINAL SIGNED BY
JOHN E. MYERS ON 10-2-84 AND
JOYCE M. MYERS ON 10-9-84

Leith Johnson