

1 Michael R. Lozeau (CA Bar No. 142893)
Richard T. Drury (CA Bar No. 163559)
2 LOZEAU | DRURY LLP
410 12th Street, Suite 250
3 Oakland, CA 94607
Tel: 510-836-4200
4 Fax: 510-836-4205
5 E-mail: michael@lozeaudrury.com
richard@lozeaudrury.com

6 Attorneys for Petitioner Russian River
7 Watershed Protection Committee

**ENDORSED
FILED**

SEP 07 2012

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA**

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF SONOMA

10 RUSSIAN RIVER WATERSHED
11 PROTECTION COMMITTEE, a public
12 benefit corporation,

13 Petitioner/Plaintiff,
14 v.

15 SONOMA COUNTY WATER AGENCY, a
16 special district; BOARD OF DIRECTORS
OF THE SONOMA COUNTY WATER
17 AGENCY, a special district,

18 Respondents/Defendants/Real Parties in
19 Interest.

Case No. SCV-250347

[PROPOSED] *ELI*
STIPULATED JUDGMENT

Dept.: CEQA

ASSIGNED FOR ALL PURPOSES TO
JUDGE ELLIOTT LEE DAUM
Dept. 16

20 WHEREAS, Petitioner and Plaintiff ("Petitioner") filed an action ("Action") on or
21 about September 14, 2011, in the Sonoma County Superior Court, alleging violations of the
22 California Environmental Quality Act ("CEQA"), Pub.Res.Code §21000, et seq. In
23 particular, Petitioner challenges the decision of Respondents and Defendants ("Water
24 Agency") to adopt the Russian River Estuary Management Project ("Estuary Project" or
25 "Project") and certify the associated Final Environmental Impact Report ("EIR") for the
26 Project.

1 WHEREAS, the Petitioner and Respondents (collectively, "Parties") have met to
2 discuss the terms of a possible settlement of this Action, as required by California Public
3 Resources Code § 21167.8(a), (b).

4 WHEREAS, the Parties have agreed to terms that will resolve all claims in this
5 Action.

6 WHEREAS, without any admission of liability, the Parties consent to the entry of this
7 Stipulated Judgment to resolve all of the claims in this Action;

8 THEREFORE, THE PARTIES HEREBY AGREE AND IT IS ADJUDGED AND
9 ORDERED AS FOLLOWS:

10 1. The Estuary Project does not contemplate artificial closure of the Estuary. Therefore,
11 the Water Agency will not artificially close the Estuary mouth as a part of the approved
12 Estuary Project. Any future project that includes the Water Agency artificially closing the
13 mouth of the Estuary shall require additional environmental review under CEQA. The CEQA
14 process for any project to artificially close the mouth of the Estuary shall include a minimum
15 30-day public review and comment period prior to any final decision by the Water Agency.
16 Any final decision shall be made by the Water Agency's Board of Directors at a duly-noticed
17 meeting of the Board.

18 2. As a part of the environmental analysis to be prepared by the Water Agency for the
19 Fish Habitat Flows and Water Rights Project ("Fish Flow Project"), the Water Agency shall
20 prepare an evaluation of the joint water quality impacts of the Estuary Project and the Fish
21 Flow Project. The joint water quality impacts of both projects shall be analyzed in a discrete
22 special section of, or an appendix to, the "cumulative impact analysis" of the draft
23 environmental impact report that is being prepared for the Fish Flow Project. Water quality
24 areas to be addressed shall include, at a minimum, pathogens/bacteria; nutrients; temperature;
25 DO; and turbidity. When providing comments on the draft environmental impact report in
26 regard to the "special section," Petitioner may recommend additional parameters to be
27 addressed, but nothing in this Stipulated Judgment shall require the Water Agency to address
28 such additional parameters. The analysis shall be consistent with CEQA Guidelines §15130

1 (which requires evaluation of the cumulative impacts of the two projects and other relevant
2 past, present, and future projects). Notwithstanding CEQA Guidelines § 15130 or paragraph
3 12 of this Stipulated Judgment, the analysis in the “special section” shall be made without
4 regard to any conclusions in the Estuary Project EIR, although the Parties recognize that data
5 and background facts that would be considered in the analysis could be taken from the
6 Estuary Project EIR. The “special section” shall analyze the cumulative water quality
7 impacts of the Estuary Management Project and the Fish Flow Project against a baseline
8 consisting of historical Estuary breaching practices and the minimum flow established by the
9 State Water Resources Control Board (State Board) 1986 Decision 1610 (*i.e.*, a 125 cubic
10 feet per second [“cfs”] normal year minimum flow at Hacienda). Applying CEQA
11 Guidelines § 15130(b)(3), the “special section” will consider the geographic scope of the
12 joint water quality impacts of the Fish Flow Project and the Estuary Management Project. In
13 accordance with the CEQA Guidelines, the section will provide an explanation of the
14 geographic scope considered in the “special section” and the reasoning for selecting the area
15 of potential joint impacts, including an explanation of whether or not potential joint impacts
16 occur above Vacation Beach, and the factual basis for that conclusion.

17 3. The Water Agency shall analyze as a part of the Fish Flow Project EIR whether a
18 higher minimum instream flow in the Russian River at Hacienda Beach, other than the 70 cfs
19 figure specified in the 2008 National Marine Fisheries Service’s Russian River Biological
20 Opinion, would “meet the goals of restoring functional salmonid rearing habitat in ... the
21 estuary ..., while promoting water conservation and limiting adverse effects on other instream
22 resources,” as permitted by the Biological Opinion. As part of the alternatives analysis and
23 screening required by Section 15126.6 of the CEQA Guidelines, the Fish Flow Project EIR
24 will consider as alternatives at least two flow regimes that have minimum flows above 70 cfs
25 at Hacienda, for example 90 cfs, 100 cfs, or 110 cfs.

26 4. The Water Agency commits to model in the Fish Flow Project EIR the changes in
27 storage in Lake Mendocino and Lake Sonoma resulting from implementation of lower
28 minimum instream flows under various hydrologic scenarios. The analysis in the Fish Flow

1 Project EIR will contain model results showing the levels of water storage in Lake
2 Mendocino and Lake Sonoma under different flow alternatives and different hydrologic
3 conditions.

4 5. For five years following the entry of this Stipulated Judgment, the Water Agency
5 shall hold an annual community meeting each Spring. The community meeting shall be led
6 by Water Agency staff with day-to-day responsibility for carrying out the Estuary Project.
7 At the community meeting, the Water Agency shall provide an update on what was learned
8 during the Estuary management process during the previous year, describe the plan for the
9 upcoming lagoon management season, and describe any proposed changes to the outlet
10 channel adaptive management process. The Water Agency shall invite representatives from
11 the National Marine Fisheries Service (“NMFS”), the California Department of Fish & Game
12 (“DFG”) the California Regional Water Quality Control Board, North Coast Region
13 (“Regional Board”) and the Sonoma County Department of Health Services to attend the
14 meeting. Members of the public attending the community meeting shall be allowed to ask
15 questions and comment on the updates and any proposed Estuary management changes. The
16 meeting will be conducted as a town hall style meeting with a single audience and without
17 any break-outs into small groups. The Water Agency shall allow Petitioner and other groups,
18 upon request, to videotape or otherwise record the proceedings and to broadcast such video
19 or recording over the internet or through other means of distribution.

20 6. The Water Agency shall implement a sediment monitoring program for the Estuary
21 Project. The sediment monitoring program components shall be conducted in substantial
22 compliance with the testing protocols set forth in Sections V.D through V.J of the State
23 Board’s Water Quality Control Plan for Enclosed Bays and Estuaries of California (“Water
24 Quality Plan”)
25 (http://www.swrcb.ca.gov/water_issues/programs/bptcp/docs/sediment/sed_qlty_part1.pdf),
26 except where noted below in Section 6(e)(vi). The sediment monitoring program shall
27 include the following components:
28

- 1 a. The Water Agency shall conduct up to four rounds of sampling at four
2 sampling locations in the Estuary and one location in the lagoon backwater
3 area.
- 4 b. Four of the sampling locations shall include the four transect locations
5 identified by the Water Agency in its invertebrate monitoring and diet analysis
6 protocols. A fifth sampling location shall be selected within the lagoon
7 backwater area near Monte Rio.
- 8 c. An initial round of sediment sampling and analysis at the five sampling
9 locations shall be conducted during the lagoon management period (May 15
10 through October 15) when the Estuary mouth has been open for at least 30
11 days.
- 12 d. During the term of this Stipulated Judgment (five years), up to three rounds of
13 sampling and analysis shall be conducted when the Estuary has been in a
14 lagoon condition for at least 21 consecutive days during the lagoon
15 management period (May 15 to October 15) as follows:
- 16 i. If the outlet channel contemplated by the Estuary Project is in place
17 and lagoon conditions have occurred for 21 consecutive days during
18 the lagoon management period (May 15 to October 15), the Water
19 Agency shall take sediment samples at the five sampling locations
20 identified in subparagraph b. above. No sampling shall be required in
21 a particular year unless the outlet channel is in place and lagoon
22 conditions have formed for at least 21 consecutive days during that
23 year's lagoon management period (May 15 to October 15). For
24 purposes of this subparagraph (d), a lagoon condition has formed when
25 the Estuary mouth is "closed" by a sandbar forming at the mouth that
26 completely blocks surface water flow (also known as a "barrier
27 beach") and the Water Agency successfully creates an outlet channel
28 in the sandbar as contemplated by the Estuary Project. A natural

1 “perched” condition where surface water flow is restricted but not
2 completely blocked does not constitute a lagoon condition or a
3 “closure.”

4 ii. This subparagraph (d) does not require the Water Agency to conduct
5 more than three (3) rounds of sediment sampling within the five-year
6 term of this agreement nor more than one round of sediment samples
7 in any lagoon management period (May 15 to October 15).

8 e. The Water Agency shall conduct the following analyses on each of the
9 sediment samples collected pursuant to this Stipulated Judgment:

10 i. The Water Agency shall analyze the concentration of chemicals in the
11 collected surficial sediments. Using the protocol identified in the
12 Water Quality Plan, sediment chemistry shall be evaluated to assess
13 the potential risk to benthic organisms from toxic pollutants in the
14 sediment. The samples shall be analyzed for the following analytes as
15 listed in Attachment A of the Water Quality Plan: Total Organic
16 Carbon, Percent fines, Cadmium, Copper, Lead, Mercury, Zinc,
17 Acenaphthene, Anthracene, Biphenyl, Naphthalene, 2,6-
18 dimethylnaphthalene, Fluorene, 1- methylnaphthlene, 2-
19 methylnaphthlene, 1-methylphenathrene, Phenanthrene,
20 Benzo(a)anthracene, Benzo(a)pyrene, Chrysene,
21 Dibenz(a,h)anthracene, Fluoranthene, Perylene, Pyrene, Alpha
22 chlordan, Gamma chlordan, Trans nonachor, Dieldrin, o,p – DDE,
23 o,p – DDD, o,p – DDT, p,p – DDE, p,p – DDD, p,p – DDT, and PCB
24 (18 congeners).

25 ii. The Water Agency shall assess impacts to primary invertebrate
26 receptors by measuring the benthic community condition for each of
27 the collected sediment samples consistent with the protocols of the
28 Water Quality Plan. The Water Agency shall measure the species

1 composition, abundance and diversity of the sediment-dwelling
2 invertebrates inhabiting the surficial sediments consistent with the
3 protocols of the Water Quality Plan.

4 iii. The Water Agency shall analyze the collected sediment samples for
5 sediment toxicity consistent with the protocols of the Water Quality
6 Plan. The purpose of the sediment toxicity monitoring is to measure
7 the short-term response of aquatic invertebrates exposed to surficial
8 sediments under controlled laboratory conditions. Analysis consistent
9 with the Water Quality Plan protocol will assess pollutant-related
10 biological effects and exposure.

11 iv. The Water Agency's obligation to analyze sediment samples for
12 sediment toxicity (as set forth in subparagraph iii above) shall be
13 contingent on the Water Agency obtaining grant funding from one or
14 more third parties to cover the costs of the sediment toxicity analyses.
15 The Water Agency shall, in good faith, seek funding for this
16 monitoring component, including, in part, the following actions:

- 17 1. Within 90-days of the entry of this Stipulated Judgment, the
18 Water Agency shall prepare and submit a complete request for
19 funding from the Regional Board to fund the sediment toxicity
20 component. Petitioner agrees to support the Water Agency's
21 funding application to the Regional Board including, at a
22 minimum, submitting a letter in support of the request and
23 requesting other organizations to support the funding proposal.
24 The Water Agency shall provide a copy of the funding
25 application to Petitioner contemporaneous with its delivery to
26 the Regional Board.
- 27 2. The Water Agency and Petitioner shall work together
28 cooperatively during the first four years of the term of this

1 Stipulated Judgment to identify additional potential sources of
2 funding of all or part of the sediment toxicity analysis
3 component.

4 3. To the extent the Water Agency obtains third-party funding
5 sufficient to cover the costs of analyzing a portion of the
6 collected sediment samples, the Water Agency shall perform
7 the sediment toxicity analyses for those sediment samples.

8 v. The Water Agency shall provide Petitioner with all monitoring plans,
9 analyses, results, and related monitoring reports prepared for the
10 sediment monitoring program within 30 days of completion or receipt
11 by the Water Agency.

12 vi. As noted in Section 6 above, sediment monitoring program
13 components shall be conducted substantially in accordance with the
14 methods and procedures set forth in Sections V.D through V.J of the
15 Water Quality Plan, except that all samples will be collected using a
16 benthic corer, as currently used per the Water Agency's invertebrate
17 monitoring and diet analysis protocols, rather than a grab sampler as
18 described in Section D.1 of the Water Quality Plan.

19 7. The Water Agency shall consult with the California Department of Parks and
20 Recreations ("DPR") regarding the replacement of interpretive and warning sign(s)
21 relating to the seal haul out area(s) and wildlife at Goat Rock State Beach. The Water
22 Agency shall fund \$5,000 towards the replacement of such signs, with priority given
23 to installing durable signs that will educate the public about seal activity at Goat Rock
24 State Beach and advise the public about ways to minimize impacts to seals and other
25 wildlife from public use of the beach. The Water Agency shall use its best efforts to
26 complete the consultation and make payment to DPR as expeditiously as possible, but
27 in no case later than six (6) months from the date of entry of this Stipulated Judgment.
28 The Water Agency shall provide Petitioners with monthly updates on the status of

1 consultations with DPR and shall provide confirmation of payment to DPR promptly
2 after the Water Agency makes such payment.

3 8. As part of its Estuary Pinniped Monitoring Program, the Water Agency has an
4 existing contract with Stewards of the Coast and Redwoods ("Stewards"), the
5 organization that oversees the Seal Watch program at Goat Rock State Beach. The
6 existing contract includes funding for Stewards purchases of monitoring equipment,
7 including binoculars, scopes, safety vests and other equipment. Within 120 days of
8 the entry of this Stipulated Judgment, the Water Agency shall use its best efforts to
9 negotiate with Stewards a modification of the existing agreement to include (and shall
10 include in future agreements with Stewards) provisions to allow the use of equipment
11 purchased for the Pinniped Monitoring Program volunteers to also be used by Seal
12 Watch docents and other appropriate volunteers. The modified agreement also shall
13 include provisions for Stewards to provide training for volunteers' use of the
14 equipment. Within 120 days of the entry of this Stipulated Judgment, the Water
15 Agency agrees to purchase four additional pairs of binoculars for use by the Pinniped
16 Monitoring Program volunteers and Seal Watch docents. Upon the execution of the
17 modified agreement and purchase of binoculars, the Water Agency shall provide to
18 Petitioner a copy of the modified agreement and confirmation of the binocular
19 purchase.

20 9. The Water Agency shall pay up to Twenty-Five Thousand Dollars (\$25,000) to DPR
21 to be earmarked for a project promoting access to a state beach located in Sonoma
22 County where opportunities to surf during the lagoon management period exist, and
23 up to Ten Thousand Dollars (\$10,000) to DPR over the term of this Stipulated
24 Judgment to fund maintenance of the selected project. The project to be funded shall
25 be mutually agreeable to Petitioner and the Water Agency, and shall be selected based
26 on recommendation(s) by DPR. The Water Agency shall use its best efforts to
27 complete the consultation, enter into a funding agreement, and make payment to DPR
28 to implement the project as expeditiously as possible, but in no case later than one

1 year from the date of entry of this Stipulated Judgment. The Water Agency shall
2 provide Petitioners with monthly updates on the status of consultations with DPR.
3 The Water Agency shall forward to Petitioner confirmation of payments to DPR
4 contemporaneous with sending the payments to DPR.

5 10. Attorney Fees and Costs: The Water Agency shall pay the sum of \$48,380 to
6 reimburse Petitioner for the attorneys' fees and costs incurred in connection with this matter.

7 11. No Admission of Liability. This Stipulated Judgment is entered into in compromise
8 of disputed claims, the existence of any liability for which is expressly denied. The Parties
9 agree that this Stipulated Judgment shall not be deemed or construed for any purpose as an
10 admission of liability or responsibility for or participation in any unlawful or wrongful act at
11 any time by any Party hereto or any other person or entity. Neither party shall use any
12 agreement made in this Stipulated Judgment against the other party in any other proceeding
13 or litigation.

14 12. Release of Claims. Petitioner does hereby release, acquit and forever discharge the
15 Water Agency and any agents, officers, employees, former employees of Water Agency from
16 any and all complaints, claims, actions, causes of action, rights, demands, debts, damages, or
17 accounting of whatever nature, whether known or unknown, that could have been brought by
18 Petitioner in Petitioner's lawsuit challenging the EIR prepared for the Estuary Project. The
19 Water Agency does hereby release, acquit and forever discharge the Petitioner and any
20 agents, officers, employees, former employees of Petitioner from any and all complaints,
21 claims, actions, causes of action, rights, demands, debts, damages, or accounting of whatever
22 nature, whether known or unknown, that could have been brought in a cross-complaint by the
23 Water Agency in Petitioner's lawsuit challenging the EIR prepared for the Estuary Project.
24 For purposes only of this release as set forth herein, Petitioner expressly waives the benefits
25 and rights under Section 1542 of the California Civil Code, which provides:

26 A general release does not extend to claims which the creditor does not know or
27 suspect to exist in his favor at the time of executing the release, which if known to
28 him must have materially affected his settlement with the debtor.

1 13. Presumption of Validity of Estuary Project EIR; Pending Permits. Upon the entry by
2 the Court of this Stipulated Judgment, and notwithstanding the filing of this litigation, Public
3 Resources Code § 21167.2 shall apply to the Estuary Project EIR. Petitioner and the
4 members of its Board agree not to make comments in the permit or certification proceedings
5 for the Estuary Project currently pending before the California Coastal Commission and the
6 Regional Board. In agreeing to refrain from making any such comments, the Parties agree
7 that Petitioner is not expressly or impliedly waiving any right to comment or make public
8 statements regarding the Estuary Project, even adverse statements, in any other proceedings
9 apart from those involving the issuance and finalization of the permits or certifications
10 currently pending before the California Coastal Commission and the Regional Board.

11 14. Notices.

- 12 a. Whenever notice or a document is required to be sent to Petitioner, it shall be
13 sent to: Michael R. Lozeau, Lozeau Drury LLP, 410 12th Street, Suite 250,
14 Oakland, CA 94607 (or such other address as may be provided in writing by
15 Petitioner to Respondents);
- 16 b. Whenever notice or a document is required to be sent to Water Agency, it
17 shall be sent to: Steven S. Shupe, Deputy County Counsel, Office of the
18 County Counsel, 575 Administration Drive, Room 105A, Santa Rosa,
19 California 95403 (or such other address as may be provided in writing by
20 Respondents to Petitioner).

21 15. Severability. In the event that any portion of this Stipulated Judgment is found to be
22 illegal, invalid, unenforceable or otherwise without legal force or effect, the remainder of the
23 Stipulated Judgment will remain in force and be fully binding.

24 16. Entire Agreement. This Stipulated Judgment constitutes the entire agreement and
25 understanding between the Parties. All agreements or representations, expressed or implied,
26 of the Parties with regard to this subject matter are contained in this Stipulated Judgment.
27 The Parties acknowledge that there are no other warranties, promises, assurances or
28 representations of any kind, express or implied, upon which the Parties have relied in

1 entering into this Stipulated Judgment, unless expressly set forth herein. All prior
2 representations, understandings and agreements between the Parties concerning settlement
3 are superseded by this Stipulated Judgment. The terms of this Stipulated Judgment shall not
4 be changed, revised or modified except by written agreement signed by the Parties to this
5 Stipulated Judgment and shall not take effect until approved by the Court.

6 17. Acknowledgment of Terms. The Parties have read and understood the terms of this
7 Stipulated Judgment, have had the opportunity to consult with counsel regarding those terms,
8 and understand and acknowledge the significance and consequence of each such term.

9 18. Parties Affected. This Stipulated Judgment shall be binding upon and inure to the
10 benefit of the Parties hereto, and their respective heirs, predecessors, successors, affiliated
11 companies, subsidiaries, officers, directors, shareholders, partners, trustees, employees,
12 assigns, executors, administrators, agents and attorneys.

13 19. Warranty. Each Party warrants that (a) the person executing this Stipulated Judgment
14 is fully authorized to do so and to enter into the terms and conditions hereof; and (b) the
15 claims being released pursuant to this Stipulated Judgment have not been assigned or
16 otherwise transferred to any other person or entity.

17 20. Construction. This Stipulated Judgment is the product of negotiation and preparation
18 by and among each Party hereto and their respective attorneys. Accordingly, the Stipulated
19 Judgment shall not be construed against the Party preparing it. The section headings are
20 included for convenience only and are not intended to be operative as part of this Stipulated
21 Judgment.

22 21. Execution of Documents. The Parties agree to execute this Stipulated Judgment and
23 all such other documents as are reasonably necessary to effect the terms and conditions of
24 this Stipulated Judgment. The Stipulated Judgment may be executed in counterparts, each of
25 which shall be considered an original.

26 22. Retention of Jurisdiction. This Court shall retain jurisdiction to enforce the terms of
27 this Stipulated Judgment; *provided, however*, that (a) the Court's retained jurisdiction shall
28 not extend to any claim for injunctive or declaratory relief with respect to the Fish Flow

1 Project (including, but not limited to, the Water Agency's analysis of the potential
2 environmental impacts of the Fish Flow Project under the California Environmental Quality
3 Act), and (b) if the Board of Directors of the Water Agency certifies an Environmental
4 Impact Report for the Fish Flow Project and approves the Fish Flow Project, this Court's
5 retained jurisdiction shall not extend to any action or claim by Petitioners challenging or
6 seeking to invalidate such certification or approval. Before taking any action to enforce the
7 terms of this Stipulated Judgment, a party alleging a breach has occurred shall provide
8 written notice to the other party, specifying the breach and the facts upon which the claim of
9 breach is based. Upon receipt of such notice, the other party shall have 30 days to either (a)
10 cure such breach (or to begin taking actions that are reasonably likely to result in a cure of
11 the breach within 60 days of the commencement of such actions), or (b) dispute the existence
12 of the alleged breach. If the existence of a breach is disputed, the parties agree to meet and
13 engage in good-faith attempts to resolve the question of whether a breach has occurred before
14 taking any action to enforce this Stipulated Judgment. A party shall not be considered in
15 breach of any term of this Stipulated Judgment unless such breach is material; minor or
16 technical breaches by either party shall not be grounds for seeking relief pursuant to this
17 paragraph 21.

18 23. Term. This Stipulated Judgment shall be effective for a term beginning on the date of
19 its entry and ending on the earlier of (a) five years from the date of its entry or (b) the date
20 upon which the Water Agency discontinues the Estuary Project after providing written notice
21 of same to Petitioner. From and after the expiration of the term of this Stipulated Judgment,
22 neither party shall have any further rights or obligations under this Stipulated Judgment,
23 except that the Release of Claims set forth in paragraph 12 shall remain in effect.

24 ///

25 ///


26 ///


27 ///

28 ///

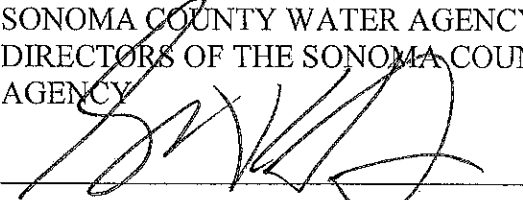
1 24. ~~Notice of Conditional Settlement. Within 15 days of the entry of this Stipulated~~
2 ~~Judgment, Petitioner shall execute and file a Notice of Conditional Settlement and Dismissal~~
3 ~~in substantially the form attached hereto as Exhibit B.~~

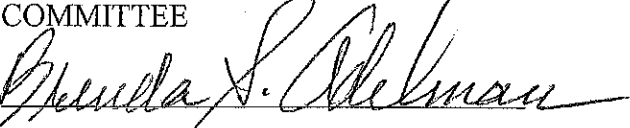
4 APPROVED AS TO FORM:

5 Dated: *8/8/2012* LOZEAU/DRURY LLP
6 
7 Michael R. Lozeau
8 Attorney for Petitioner

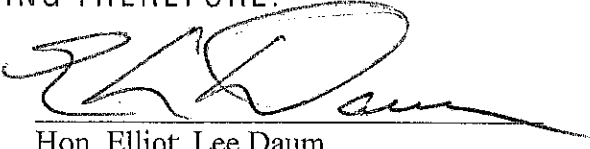
8 Dated: OFFICE OF THE COUNTY COUNSEL
9 
10 Steven S. Shupe
11 Attorney for Respondents

12 APPROVED AS TO SUBSTANCE:

13 Dated: *8-13-12* SONOMA COUNTY WATER AGENCY and BOARD OF
14 DIRECTORS OF THE SONOMA COUNTY WATER
15 AGENCY


16 Dated: *8-7-12* RUSSIAN RIVER WATERSHED PROTECTION
17 COMMITTEE
18 

19 GOOD CAUSE APPEARING THEREFORE:
20 IT IS SO ORDERED

21 Dated: **SEP 07 2012** 
22 Hon. Elliot Lee Daum
23 Judge of the Superior Court
24
25
26
27
28