

Eel-Russian Project Authority

c/o Sonoma County Water Agency
404 Aviation Blvd, Santa Rosa, CA 95403
<https://www.eelrussianauthority.org>

Board of Directors

<u>County of Sonoma</u> James Gore	<u>Mendocino County Inland Water and Power Commission</u> Madeline Cline Janet Pauli, Vice Chair
<u>Round Valley Indian Tribes</u> James Russ	<u>Sonoma County Water Agency</u> David Rabbitt, Chair

Board Meeting
December 11, 2025 3:00-5:00pm

County of Mendocino Board of Supervisors Chambers 501 Low
Gap Road, Room 1070 Ukiah, California 95482

This meeting will be held in person in the County of Mendocino Board of Supervisors chambers. The Eel-Russian Project Authority (ERPA or Authority) will broadcast most meetings via Zoom. Please note that ERPA cannot guarantee that the Zoom system will be available for the entirety of every meeting.

To watch or listen by Zoom webinar: Join from a PC, Mac, iPad, iPhone or Android device:

<https://mendocinocounty.zoom.us/j/84939635949>

Meeting ID: 849 3963 5949

Zoom Phone Number (if joining via telephone): 1 669 900 9128

Public Comment may only be made live, in person, in the Board Chambers.

COMMITMENT TO CIVILITY: To assure civility in its public meetings, the public is encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. Board Members, presenters and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit.

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Consent Calendar
 - a. Approve the minutes of the meeting of the Board of Directors of July 21, 2025.

Regular Calendar Items:

4. Approve and authorize the Executive Director to execute the Master Agreement for Eel-Russian Project Authority (ERPA) Member Agencies to Provide Various Services and to Advance Costs for ERPA.
5. Adopt a resolution authorizing the Executive Director to submit an application and execute a grant agreement with the California Department of Fish and Wildlife to receive approximately \$9 Million for the New Eel-Russian Facility (NERF) Planning, Design, and Russian River Water Supply Resilience Project and take related necessary actions to implement the grant; and authorize the Executive Director to seek and apply for additional grants to further ERPA's interests.
6. Informational items:
 - a. New Eel-Russian Facility California Environmental Quality Act (CEQA) Process Update
7. Public Comment on items not listed on the agenda but within the subject matter jurisdiction of the Board.

Comments are restricted to matters within the Board's jurisdiction. The time for comment is at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.

8. Board Member Announcements/Reports (if any).
9. Adjournment

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at 404 Aviation Blvd, Santa Rosa, CA, during normal business hours. Materials will also be posted online at <https://www.eelrussianauthority.org>.

APPROVAL OF THE CONSENT CALENDAR: The Consent Calendar includes routine actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members request specific items be discussed and/or removed from the Consent Calendar. There will be an opportunity for the public to comment on the consent calendar prior to it being voted upon.

ACCOMMODATION REQUEST: If you need an accommodation, an alternative format, or require another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 391-7574 within 72 hours of the meeting to ensure arrangements for accommodation.

Eel-Russian Project Authority

**c/o Sonoma County Water Agency
404 Aviation Blvd, Santa Rosa, CA 95403
<https://www.eelrussianauthority.org>**

DRAFT MINUTES – JULY 21, 2025 Board Meeting County of Sonoma, Board of Supervisors Chambers 575 Administration Drive, Room 102A Santa Rosa, CA 95403

Attendees: Chair David Rabbitt, Sonoma Water Director
Janet Pauli, Mendocino County Inland Water and Power Commission
Director James Gore, County of Sonoma
Director Madeline Cline, Mendocino County Inland Water and Power Commission
Director James Russ, Round Valley Indian Tribes

Staff/Presenters: Cory O'Donnell, County of Sonoma
David Manning, Sonoma Water
Don Seymour, Sonoma Water
Jessica Martini-Lamb, Sonoma Water
Mark Milan, Data Instincts

1. Call to Order

Chair David Rabbitt called the meeting to order at 3:00 pm.

2. Approval of the Agenda

Approval of agenda was moved by Director Gore, seconded by Director Pauli, unanimously approved by voice vote, no abstentions, no one absent.

3. Consent Calendar

The Consent Calendar included the following items:

- a. Approve the minutes of the meeting of the Board of Directors of March 19, 2024.
- b. Delegate authority to Sonoma County Water Agency (Sonoma Water) to continue to perform public information function in support of the New Eel-Russian Facility using internal resources and external consultants, as appropriate, after consultation with the staff of Mendocino County Inland Water and Power Commission and Round Valley Indian Tribes.
- c. Adopt Resolution Designating David Manning, Sonoma Water Environmental Resources Division Manager, as Executive Director of the Eel-Russian Project Authority under section 4.10 of the Joint Exercise of Powers Agreement, subject to concurrence of the Sonoma Water Board of Directors.

- d. Adopt Resolution delegating authority to the Executive Director to take appropriate actions and provide statements of support consistent with the Joint Exercise of Powers Agreement and previous Board actions.
- e. Adopt Resolution adopting the State of California's California Environmental Quality Act (CEQA) Guidelines by reference, as they may be amended, and delegating authority for compliance procedures under CEQA to ERPA Executive Director.

There was no public comment. Approval of the Consent Calendar was moved by Director Pauli moved for approval of the consent calendar and seconded by Director Cline. Director Gore abstained on Item A, and the remainder of the calendar was unanimously approved by voice vote, no abstentions, no one absent.

4. Regular Calendar Items

The regular calendar included the following items:

- a. New Eel-Russian Facility Update and adopt resolution approving the Water Diversion Agreement establishing the rights and obligations of the Eel-Russian Project Authority to divert water from the Eel River basin and authorizing the Chair to execute the agreement in substantially the form presented and in a final form approved by counsel.

After presentations by staff, and no Public Comment, Director Gore moved for adoption of this resolution which was seconded by Director Cline. The adoption of this resolution was unanimously approved by voice vote, no abstentions, no one absent.

- b. Provide Approval and Direction to Staff and Counsel Regarding Agreements for Reimbursement of Costs and Expenses and a Future Policy on Determining What Work by ERPA's Member Agencies is Subject to Reimbursement.

After a presentation by ERPA Counsel O'Donnell, and no Public Comment, Director Pauli moved to approve this item which was seconded by Director Gore. This item was unanimously approved by voice vote, no abstentions, no one absent.

5. Informational Items:

The Board received informational briefings, followed by a question and answer period, by staff as follows:

- a. New Eel-Russian Facility CA Environmental Quality Act (CEQA) Process Update - Jessica Martini-Lamb
- b. Communication Update – Mark Milan

6. Public Comment:

None.

7. Board Member Announcements/Reports:

Director Pauli requested information regarding Water Supply Reliability and possible USACE cost sharing for water storage at the next meeting.

8. Adjournment

Chair Rabbitt adjourned the meeting at 4:21 pm.

Respectfully submitted,

Melissa Musso James

Acting Clerk of the Eel-Russian Project Authority Board

Eel-Russian Project Authority

TO: Board of Directors
FROM: Scott Shapiro, ERPA Agency Co-Counsel
SUBJECT: Master Agreement for Eel-Russian Project Authority (ERPA) Member Agencies to Provide Various Services and to Advance Costs for ERPA

Summary: Staff recommends that the Board of Directors approve the Executive Director execute the Master Agreement for Eel-Russian Project Authority (ERPA) Member Agencies to Provide Various Services and to Advance Costs for ERPA

Background

On January 31, 2024, the County of Sonoma, Sonoma Water, and MCIWPC created ERPA to advance a water supply project for the continued delivery of Eel River water into the Russian River watershed. As part of the water supply project, ERPA will be advancing the New Eel-Russian Facility (“NERF”) through design, environmental review, permitting, and eventually construction. ERPA is expected to receive multiple grants for the purposes of advancing NERF but has not yet received such grants. Even after receiving such grants, ERPA is expected to rely on Sonoma Water and MCIWPC to advance much of the work for the NERF.

On July 21, 2025, the ERPA Board of Directors met and took various actions regarding the work that Sonoma Water and MCIWPC are to take for the benefit of ERPA:

- “The ERPA Board requested Sonoma Water and MCIWPC track their costs and expenses associated with work in furtherance of ERPA’s efforts with an understanding that ERPA, subject to revenue, intends to reimburse them for those costs and expenses. This includes Sonoma Water negotiating with an environmental firm selected pursuant to its normal procurement process, so that the firm can begin to develop the CEQA document that will be required for NERF approval and construction.
- The ERPA Board directed staff and counsel to return to ERPA’s next meeting with draft agreements with Sonoma Water and MCIWPC that will provide the terms and conditions of how Sonoma Water and MCIWPC will be reimbursed for costs and expenses incurred for the benefit of ERPA. The agreement with Sonoma Water would specifically cover the environmental firm.

- The ERPA Board directed staff and counsel to return to ERPA's next meeting with a draft policy that sets the procedures by which ERPA, Sonoma Water, and MCIWPC decide which costs and expenses are incurred for the benefit of ERPA beyond those previously covered."

In response to the direction of the Board, staff has developed the attached agreement.

The Agreement establishes different categories of services and costs to create clarity about which costs would be covered by ERPA:

The first category are those costs that are specifically approved by the ERPA Board. The ESA agreement discussed at the last meeting is an example of this type of cost. For costs in this category that are executed and administered by Sonoma Water or MCIWPC on behalf of ERPA, reimbursement is approved subject to funding existing at the time of the reimbursement.

The second category are costs for staffing by Sonoma Water or MCIWPC for the benefit of ERPA where that staffing function has been agreed to in advance. If the staff positions are included in the Agreement (for example, David Manning as Executive Director), then these costs are eligible for reimbursement. The list of staff positions can be supplemented by agreement between ERPA (represented by David Manning), Sonoma Water (represented by Grant Davis), and MCIWPC (represented by Janet Pauli) with a need to amend the Agreement. All of these additional costs are eligible for reimbursement.

The third category are costs for consultant agreements or material purchases approved by David Manning as Executive Director pursuant to a delegation of authority by the ERPA Board, in an amount not to exceed \$25,000. An example of a cost in this category could be webhosting costs. These costs are eligible for reimbursement. (Note that this category cannot be used unless the Board of Directors delegates authority to the Executive Director to execute agreements up to \$25,000.)

The final category of costs would be all costs incurred by Sonoma Water or MCIWPC that they believe should be covered by ERPA. For these category of costs, Sonoma Water and MCIWPC may quarterly submit an accounting to ERPA. Upon receipt of the accounting the three entities meet and discuss the submittals and jointly agree which costs are appropriate for ERPA to provide reimbursement. An example of these costs could be existing team members that are advancing the interests of ERPA.

Type of Vote Required

Simple majority, subject to an affirmation vote from a MCIWPC appointed director and either a Sonoma County or Sonoma Water appointed director.

Fiscal Information

This action commits the Agency to expend funds if those funds have been received by the Agency for the purpose of the expenditure.

Staff Recommendation

Staff recommends that the Board of Directors approve execution of the Agreement by the Executive Director.

List of Attachments

A - Master Agreement to Provide Various Services and to Advance Costs for the Eel-Russian Project Authority

Contact

Scott Shapiro, ERPA Agency Co-Counsel, (916) 520-5234, sshapiro@downeybrand.com

Master Agreement to Provide Various Services and to Advance Costs for the Eel-Russian Project Authority

This agreement ("Agreement") is among **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water"), **Mendocino County Inland Water and Power Commission**, a Joint Powers Authority ("MCIWPC"), and **Eel-Russian Project Authority**, a Joint Powers Authority ("ERPA"). Each of these entities is a Party and collectively they are the Parties to this Agreement.

RECITALS

- A. On January 31, 2024, the County of Sonoma, Sonoma Water, and MCIWPC created ERPA to advance a water supply project for the continued delivery of Eel River water into the Russian River watershed.
- B. As part of the water supply project, ERPA will be advancing the New Eel-Russian Facility ("NERF") through design, environmental review, permitting, and eventually construction.
- C. ERPA is expected to receive multiple grants for the purposes of advancing NERF but has not yet received such grants.
- D. Even after receiving such grants, ERPA is expected to rely on Sonoma Water and MCIWPC to advance much of the work for the NERF.
- E. On July 21, 2025, the ERPA Board of Directors met and took various actions regarding the work that Sonoma Water and MCIWPC are to take for the benefit of ERPA:
 - The ERPA Board requested Sonoma Water and MCIWPC track their costs and expenses associated with work in furtherance of ERPA's efforts with an understanding that ERPA, subject to revenue, intends to reimburse them for those costs and expenses. This includes Sonoma Water negotiating with an environmental firm selected pursuant to its normal procurement process, so that the firm can begin to develop the CEQA document that will be required for NERF approval and construction.
 - The ERPA Board directed staff and counsel to return to ERPA's next meeting with draft agreements with Sonoma Water and MCIWPC that will provide the terms and conditions of how Sonoma Water and MCIWPC will be reimbursed for costs and expenses incurred for the benefit of ERPA. The agreement with Sonoma Water would specifically cover the environmental firm.
 - The ERPA Board directed staff and counsel to return to ERPA's next meeting with a draft policy that sets the procedures by which ERPA, Sonoma Water, and MCIWPC decide which costs and expenses are incurred for the benefit of ERPA beyond those previously covered.
- F. The Parties to this Agreement intend to establish the rules and process for Sonoma Water and MCIWPC to advance costs and/or provide services for the benefit of ERPA, and to

establish the rules and process for ERPA to reimburse Sonoma Water and MCIWPC for those advanced costs and services performed.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached and incorporated:

- a. Exhibit A: Scope of Work for Administration of ERPA
- b. Exhibit B: Grant Application and Management Services, Outreach and Communication Services, and Technical Services Scope of Work
- c. Exhibit C: Insurance Requirements
- d. Exhibit D: Additional Staff Positions Approved for Reimbursement Under Section 4.2 c

3. SERVICES TO BE PROVIDED TO ERPA

3.1. *Generally:* The Parties expect that different services provided by Sonoma Water and MCIWPC will be handled in different ways under this Agreement. For example:

- a. As more fully described in Section 3.2 and Section 4.2 c & d below, Administrative Services as described in Exhibit A or other services as described in Exhibit B will be provided by Sonoma Water or MCIWPC for the benefit of ERPA with an expectation by Sonoma Water and MCIWPC of reimbursement for those services by ERPA.
- b. As more fully described in Section 3.3 and Section 4.2 a & b below, larger consultant contracts will be executed by Sonoma Water or MCIWPC for the benefit of ERPA with explicit approval by the ERPA Board of Directors, such as the environmental firm selected by Sonoma Water.
- c. As more fully described in Section 3.3 and Section 4.2 b below, smaller consultant contracts will be executed by Sonoma Water or MCIWPC for the benefit of ERPA with explicit approval by the ERPA Executive Director.

3.2. *Administrative and Other Services Provided for ERPA:* Sonoma Water and MCIWPC shall collectively perform the services described in Exhibit A (Administrative) and Exhibit B (Grant Application and Management Services, Outreach and Communication Services, and Technical) for the benefit of ERPA. The Parties expect that the majority of these services will be best performed by Sonoma Water, but some others will be best performed by MCIWPC, and that the two shall coordinate to perform these services in a reasonably efficient manner. The Parties acknowledge that ERPA currently has limited funds to

reimburse Sonoma Water and MCIWPC for services provided, and therefore Sonoma Water and MCIWPC shall have the right to decline to provide some or all services to ERPA. In the event of a conflict between the body of this Agreement and Exhibits A and B, the provisions in the body of this Agreement will control.

- 3.3. *Execution of Consultant Contracts for the Benefit of ERPA:* Subject to following their own processes and properly exercising authority, Sonoma Water and MCIWPC may execute consultant contracts for the benefit of ERPA.
- 3.4. *Assigned Personnel and Cooperation regarding Services to be Provided:*
- a. Sonoma Water and MCIWPC shall each assign only competent personnel or consultants to perform work hereunder. In the event that any of Sonoma Water or MCIWPC's personnel or consultants assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Sonoma Water's or MCIWPC's control, Sonoma Water or MCIWPC shall either provide notice that it will cease to provide those services or shall be responsible for timely provision of adequately qualified replacements. In the event that ERPA desires the removal of any person or persons assigned by Sonoma Water or MCIWPC to perform work hereunder, Sonoma Water or MCIWPC shall remove such person or persons immediately upon receiving written notice from ERPA.
 - b. The Parties shall use the following contact information and mailing addresses to coordinate the services to be provided under this Agreement:

Sonoma Water	ERPA
General Manager: Grant Davis -Phone: (707) 547-1911 Email: Grant.Davis@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	David Manning, Executive Director Phone: (707) 975-4430 Email: David.Manning@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019
MCIWPC	
Chair: Janet Pauli Phone: (707) 391-7574 Email: pauli@mendoiwpc.com P.O. Box 1247 Ukiah, CA 95482	

- 3.5. The ERPA Board of Directors hereby delegates authority to the ERPA Executive Director to designate the staff and consultants from Sonoma Water and MCIWPC covered under this Agreement as staff of ERPA for purposes of managing ERPA efforts and documenting costs. It is the intent of the Parties that when the Executive Director designates Sonoma and MCIWPC staff as ERPA staff the designation will not result in the designees becoming employees of ERPA.

4. **APPROVED COSTS AND PAYMENT**

- 4.1. *Total Costs:* At this time, none of the Parties can identify the total costs associated with consultants retained for the benefit of ERPA or of services which will be provided by Sonoma Water and MCIWPC to ERPA under this Agreement. Sonoma Water and MCIWPC acknowledge that the Parties intend for Sonoma Water and MCIWPC to be reimbursed for the costs incurred for consultants and for the services to be provided under this Agreement as provided in Section 4.2 (Approved Costs), but that the Parties cannot guarantee reimbursement for all services to be provided under this Agreement.
- 4.2. *Approved Costs.*
- a. *ESA Associates.* ERPA shall reimburse Sonoma Water for the costs associated with the retention of ESA Associates by Sonoma Water for the benefit of ERPA on an ongoing basis as ERPA receives funds to reimburse Sonoma Water for invoices received.
 - b. *Invoices for Other Consultants.* Subject to the availability of funding, ERPA shall reimburse Sonoma Water and MCIWPC for the following categories of costs as ERPA receives sufficient funds to reimburse Sonoma Water and MCIWPC for invoices received:
 - i. Costs specifically identified in an adopted ERPA Budget (e.g., auditing services, website hosting, etc).
 - ii. Costs specifically approved by the ERPA Board.
 - iii. Costs incurred by Sonoma Water or MCIWPC under a contract with a consultant where the total cost under the consultant contract is under \$25,000 and where the execution of the consultant contract was approved by the ERPA Executive Director under delegated authority from the ERPA Board.
 - c. *Specific Staffing Provided by Sonoma Water and MCIWPC for the Benefit of ERPA.* Subject to the availability of funding, ERPA shall reimburse Sonoma Water or MCIWPC, as appropriate, on an ongoing basis for the costs associated with the following staff positions as ERPA receives sufficient funds to provide reimbursement:
 - i. David Manning, ERPA Executive Director.

ii. Jessica Martini Lamb, ERPA Environmental Resources Manager

Additional staff positions may be added to this list without the need to amend this Agreement upon the written consent of Grant Davis for Sonoma Water, David Manning for ERPA, and Janet Pauli for MCIWPC. Additional staff positions shall be recorded by the Parties on Exhibit D.

- d. *Other Sonoma Water and MCIWPC Staffing.* The Parties expect that some work by staff for Sonoma Water and MCIWPC will be performed for the benefit of ERPA with no expectation of reimbursement while other work performed for the benefit of ERPA will be eligible for reimbursement. Staffing by Sonoma Water and MCIWPC eligible to be considered for reimbursement will include agency employees, county/agency counsel, outside counsel services, and other services such as those provided by TRJ LLC. Within 45 days of the Effective Date, Sonoma Water and MCIWPC shall submit to ERPA invoices for work previously performed by Sonoma Water or MCIWPC for the benefit of ERPA to determine what work if any is appropriate for reimbursement. Going forward, Sonoma Water and MCIWPC shall submit to ERPA quarterly invoices of services that they believe are appropriate for reimbursement. Upon receipt of the initial invoices and the quarterly invoices, the Parties shall coordinate to determine what staffing is considered appropriate for reimbursement. ERPA shall reimburse Sonoma Water and MCIWPC for that staffing performed by Sonoma Water and MCIWPC for the benefit of ERPA agreed to by all three Parties and documented as approved by Grant Davis for Sonoma Water, David Manning for ERPA, and Janet Pauli for MCIWPC.

- 4.3. *Rate for Payment:* ERPA shall pay Sonoma Water and MCIWPC current fully loaded weighted labor rates, including overhead, for personnel or consultants performing work under this Agreement plus actual costs of applicable materials, or per the terms of a specific grant agreement if lower. Each year Sonoma Water and MCIWPC shall provide to ERPA a list of weighted labor rates and overhead rates. Rates are subject to change.

- 4.4. *Invoices:* Sonoma Water and MCIWPC shall submit their bills in arrears on a quarterly basis, based on work completed for the period. The bills shall show or include:

- a. The name of the agency performing the work
- b. The name of this Agreement
- c. Task performed with an itemized description of services rendered by date
- d. Summary of work performed by subconsultants.
- e. Time spent in 1/10th or ¼ hour increments as appropriate.
- f. Hourly rate or rates of the persons performing the task
- g. List of reimbursable materials and expenses
- h. Copies of receipts for reimbursable materials and expenses

5. TERM OF AGREEMENT, COMMENCEMENT OF WORK, AND TERMINATION

- 5.1. *Term of Agreement:* The term of this Agreement shall be from the date the Agreement is last signed by the Parties to the Agreement (“Effective Date”) until December 31, 2030, unless terminated earlier in accordance with the provisions of this Article.
- 5.2. *Commencement of Work:* Sonoma Water and MCIWPC shall proceed immediately with the performance of this Agreement.
- 5.3. *Termination:* ERPA may terminate this Agreement by giving ninety (90) calendar days advance written notice to the other Parties of its intent to terminate this Agreement. Sonoma Water and IWPC may each elect to withdraw from this Agreement by giving 90 calendar days advance written notice.

6. INDEMNIFICATION AND INSURANCE

- 6.1. Each party shall indemnify, defend, protect, hold harmless, and release the others, their officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefit acts, or other employee benefit acts.
- 6.2. With respect to performance of work under this Agreement, Sonoma Water and MCIWPC shall each maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

7. PROSECUTION OF WORK

- 7.1. *Timing of Work:* Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Sonoma Water’s or MCIWPC’s performance of this Agreement shall be extended by a number of days equal to the number of days Sonoma Water or MCIWPC has been delayed.
- 7.2. *Performance Standard and Standard of Care:* Sonoma Water and MCIWPC shall each ensure that their work will be performed and that its operations will be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Sonoma Water and MCIWPC’s work by

ERPA shall not operate as a waiver or release. ERPA has relied upon the professional ability and training of Sonoma Water and MCIWPC as a material inducement to enter into this Agreement. If ERPA determines that any of Sonoma Water's or MCIWPC's work is not in accordance with such level of competency and standard of care, ERPA, in its sole discretion, shall have the right to do any or all of the following: (a) require Sonoma Water or MCIWPC to meet with ERPA to review the quality of the work and resolve matters of concern; (b) require Sonoma Water or MCIWPC to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 5.3; or (d) pursue any and all other remedies at law or in equity.

- 7.3. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by all Parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma Water's General Manager in a form approved by County Counsel for work to be performed by Sonoma Water or by MCIWPC's Board Chair in a form approved by MCIWPC's counsel. Failure of Sonoma Water or MCIWPC to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Sonoma Water or MCIWPC shall be entitled to no compensation whatsoever for the performance of such work. Sonoma Water and MCIWPC further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of ERPA.

8. DEMAND FOR ASSURANCE

- 8.1. Each party to this Agreement undertakes the obligation that the others' expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance or terminate this Agreement under Section 5.3.

9. ASSIGNMENT AND DELEGATION

- 9.1. *Consent:* No party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the others, and no such transfer shall be of any force or effect whatsoever unless and until the other parties shall have so consented.
- 9.2. *Subcontracts:* Notwithstanding the foregoing, Sonoma Water and MCIWPC may enter into subcontracts with those subconsultants reasonably necessary to perform the tasks identified.

10. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 10.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Section 3.4 b.
- 10.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 10.

11. MISCELLANEOUS PROVISIONS

- 11.1. *No Waiver of Breach:* The waiver by ERPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 11.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held 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. Each Party acknowledges that they have each contributed to the making of this Agreement and that, in the event of

a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Each Party acknowledges that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 11.3. *Consent:* Wherever in this Agreement the consent or approval of a Party is required to an act of another Party, such consent or approval shall not be unreasonably withheld or delayed.
- 11.4. *No Third Party Beneficiaries:* Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.
- 11.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma or the County of Mendocino.
- 11.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 11.7. *Merger:* This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all Parties.
- 11.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 11.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Approved as to form:

Approved as to form:

By: _____
Adam Brand, Assistant County Counsel

By: _____
Cory O'Donnell, ERPA Counsel

Sonoma County Water Agency

Eel-Russian Project Authority, a Joint Powers Authority

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July 22, 2025

By: _____
David Manning, Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Scott Shapiro, Agency Counsel

Mendocino County Inland Water and Power Commission

By: _____
Janet Pauli
Chair

Date: _____

Exhibit A

Scope of Work for Administration of ERPA

1. ADMINISTRATIVE TASKS

1.1. Task 1: ERPA Board Meeting Activities

- a. In consultation with the ERPA Board Chair and ERPA Executive Director, prepare agendas for all Board meetings
- b. Notice all meetings in accordance with the Brown Act
- c. Staff all meetings and record minutes
- d. Facilitate Board Member trainings and compliance, including filing of Form 700s, and maintain records of trainings and disclosures
- e. Establish and maintain list of ERPA Directors and Alternate Directors
- f. Work with ERPA Legal Counsel to adopt ERPA Board actions and policies as needed
- g. Develop annual draft and final budgets for Board consideration

1.2. Task 2: Contract and Fiscal Management

- a. Solicit and prepare contracts for ERPA Board consideration, or for Sonoma Water or MCIWPC Board consideration, for ERPA-related professional services including but not limited to consultants and legal counsel
- b. Serve as Fiscal Agent, including accounts payable and receivable, financial reporting to Board, and facilitating the audit
- c. Process checks and payments and assist with audit preparations
- d. Obtain and maintain insurance for ERPA, with requirements as specified by the ERPA Board.

1.3. Task 3: Miscellaneous

- a. File necessary paperwork with the Secretary of State, Local Agency Formation Commission (LAFCO), or other local, State, or Federal authorities
- b. Provide and review documents for the Website
- c. Prepare and review media advisories
- d. Arrange and participate in public workshops as needed
- e. Assist with grant applications as needed
- f. Maintain all official records of ERPA and respond to Public Records Act requests as needed
- g. Coordinate legislative advocacy activities as needed
- h. Participate in industry training, workshops, and professional associations as needed
- i. Coordinate meeting schedules and prepare agendas
- j. Submit invoices

Exhibit B

Scope of Work for Grant Application and Management Services, Outreach and Communication Services, and Technical Services

2. OTHER TASKS

Scope A: Grant Application and Management Services

2.1. Task A-1: Grant Application

- a. Monitor and report on funding opportunities related to supporting the implementation of new and expanded responsibilities of ERPA. If ERPA chooses to pursue funding opportunity, staff will coordinate, prepare, and submit a grant proposal in compliance with the grant program guidelines and specific proposal solicitation package requirements. Tasks will include the following:
 - i. Assemble team of technical, administrative, and financial staff.
 - ii. Prepare templates, make assignments, and create schedule to ensure application is submitted on time.
 - iii. Prepare drafts of project narrative, budget, and schedule; circulate to appropriate staff for review and comment.
 - iv. Collect supplemental documents required to be submitted with application, such as letters of support, resolution from governing board, maps, studies, or reports.
 - v. Finalize and submit application according to program requirements.

2.2. Task A-2: Grant Management

- a. If the grant is awarded, provide grant administration and management for ERPA.
 - i. Act as primary contact with grant agency to prepare grant agreement, including scope, schedule, and budget.
 - ii. Assist in meeting grant compliance requirements, including standard terms and conditions, and project deliverables.
 - iii. Monitor grant schedule and budget.
 - iv. Coordinate with all Parties to implement grant project in a timely manner.
 - v. Prepare quarterly progress reports for grant agency.
 - vi. Prepare and process invoices for match and reimbursement.
 - vii. Coordinate and submit deliverables required under grant agreement.
 - viii. Oversee grant closeout process.

Scope B: Outreach and Communication Services

2.3. Task B-1: Ongoing Outreach

- a. Continue existing outreach and communications program. Tasks will include the following:
 - i. Scheduling and coordination of community meetings, including:
 - a) Finding location, date, and time
 - b) Drafting agendas
 - c) Advertising meeting
 - d) Preparing materials and presentations
 - e) Coordinating note taking and feedback
 - f) Setting up and breaking down meetings
 - ii. Issuing monthly updates on activities to the Interested Parties list.
 - iii. Maintaining the Interested Parties list, including ensuring that the Interested Parties list can be targeted to each basin (if targeted emails are needed).
 - iv. Updating website on a monthly basis (minimum).
 - v. Developing content and graphics, and placing paid advertisements to publicize for meetings in community and regional publications.
 - vi. Developing content for, and coordinating approval and issuance of, press releases.
 - vii. Coordinating social media messaging with relevant entities.

Scope C: Technical Services

- 2.4. Technical Support on NERF Development.
- 2.5. Technical Support for Asset Transfer from PG&E.
- 2.6. Technical Support for Financing and Revenue Options.
- 2.7. Additional As-Needed Technical Support,

Exhibit C

Insurance Requirements

Sonoma Water and MCIWPC shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by ERPA.

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy. The requirement of Workers Compensation Insurance does not apply to MCIWPC unless it has an employee.
- b. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
 1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. The insured party is responsible for any deductible or self-insured retention and shall fund it upon ERPA's written request, regardless of whether the insured party has a claim against the insurance or is named as a party in any action involving ERPA.
 2. ERPA shall be endorsed as an additional insured for liability arising out of operations by, or on behalf of, Sonoma Water and MCIWPC in the performance of this Agreement.
 3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 4. The policy shall cover inter-insured suits between the additional insureds and Sonoma Water or MCIWPC and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned, hired, and non-owned autos. The automobile liability insurance requirement does not apply to MCIWPC.
- d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. The professional liability/errors and omissions insurance requirement does not apply to MCIWPC.
- e. The Certificate of Insurance must include the following reference: Eel-Russian Project Authority.
- f. All required Evidence of Insurance shall be submitted to ERPA within 10 business days of the Effective Date. Sonoma Water and MCIWPC agree to maintain current Evidence of Insurance on file with ERPA for the entire term of this Agreement.

- g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Eel-Russian Project Authority, Attn David Manning, 404 Aviation Blvd., Santa Rosa, CA 95403.
- h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- i. Sonoma Water and MCIWPC shall provide ERPA prompt written notice if any of the required insurance policies are terminated.
- j. Sonoma Water and MCIWPC's indemnity and other obligations are not limited by these insurance requirements.

Exhibit D

**Additional Staff Positions Approved for Reimbursement
(To be later completed pursuant to Section 4.2)**

Meeting Date: December 11, 2025

Eel-Russian Project Authority
Adoption Item

TO: Board of Directors
FROM: David Manning, Executive Director
SUBJECT: Authorize the Executive Director to:
1) Submit application and execute a Grant Agreement with the California Department of Fish and Wildlife to receive \$9 Million for the New Eel-Russian Facility (NERF) Planning, Design, and Russian River Water Supply Resiliency Project and take related necessary actions to implement the grant; and
2) Seek and apply for additional grants to further ERPA's interests.

Summary: As part of execution of the Water Diversion Agreement for the New Eel-Russian Facility between the Two Basin Partners, California Department of Fish and Wildlife (CDFW) Director Bonham committed \$18 million toward the partnership, directing \$9 million to ERPA for the design, capital costs, and related environmental compliance of modernizing the old diversion and building the New Eel-Russian Facility (NERF), and a parallel \$9 million as initial support for the Water Diversion Agreement's Eel River Restoration Fund. Since execution of the Water Diversion Agreement in July 2025, ERPA staff have worked with CDFW staff to develop a scope of work for the CDFW grant award. This item authorizes the Executive Director to formally submit the application, execute a Grant Agreement with the California Department of Fish and Wildlife, and take related necessary actions to implement the grant.

In addition, this item seeks authority for the Executive Director to seek and apply for additional grants to further ERPA's interests.

Background

PG&E filed its Final Surrender Application with FERC on July 25, 2025. PG&E concurrently applied for FERC's permission for ERPA (as a non-licensee) to pursue the New Eel-Russian Facility project. The expectation is that FERC will provide the authorizations necessary to allow surrender and decommissioning of the PVP to occur at the same time as the construction of the New Eel-Russian Facility. The projects are designed to occur at the same time to minimize impacts to the Eel River and disruption of water supply to the Russian River. Accordingly, while FERC considers PG&E's surrender

and decommissioning application, ERPA will be completing its engineering designs for the new facility and will work with state and federal regulatory agencies to secure the permissions necessary to construct the facility.

The proposed tasks below outline how ERPA proposes to utilize approximately \$9 million in grant funding that has been tentatively set aside by CDFW to advance the construction of the New Eel-Russian Facility. A separate but related \$9 million grant proposal is expected to be submitted for Eel River restoration by other parties to the Water Diversion Agreement.

The total direct costs of NERF, including equipment purchase and construction, are currently estimated at \$50 million. This proposal is intended to cover tasks that may be completed by January 2029, when the grant funds must be expended. The timelines below are ERPA's best estimates and are subject to change due to currently unknowable contingencies related to PG&E's FERC process and the permitting processes required to secure permissions needed to construct the New Eel-Russian facility.

- Task 1. Engineering Design for the New Eel-Russian Facility, including fish screens; pumps and pump-house; engineered river control section; conveyance and reconfigured Van Arsdale tunnel entrance; retaining wall and engineered fill; energy dissipation valve and retrofits to the PVP Powerhouse. The sixty percent design is in progress and final design and specifications may be completed by December 2028. The total request for task 1 staff and consultant labor is approximately \$5 million dollars.
- Task 2. Environmental Compliance and Permitting for New Eel-Russian Facility, including development and certification of California Environmental Quality Act (CEQA) document (EIR anticipated) including AB 52 tribal consultation and National Historic Preservation Act (NHPA) Sec. 106 Programmatic Agreement; preparation of Clean Water Act Section 401 permit application to State Water Resources Control Board (State Water Board); completion of National Environmental Quality Act (NEPA) document (EA anticipated) and preparation of Clean Water Act Section 404 permit application to U.S. Army Corps of Engineers (Army Corps); preparation of Biological Assessment (BA) for Endangered Species Act (ESA) compliance submission to National Marine Fisheries Service and U.S. Fish and Wildlife Service; preparation of CDFW Sec. 1602 Lake and Streambed Alteration Agreement; and potential California Endangered Species Act (CESA) required documents. Environmental compliance and permitting work will start in January 2026 and may be completed by January 2029. The total request for task 2 staff and consultant labor is approximately \$3 million dollars.
- Task 3. Russian River Water Supply Resiliency Planning. Per the July 2025 WDA, Russian River interests will continue efforts to achieve water supply resiliency within the basin and decrease dependence on Eel River imports over time. Near-term investment in studies and regional planning efforts are required to achieve this long-term goal. Efforts to improve water supply resiliency include engagement in the U.S. Army Corps of Engineers Lake Mendocino feasibility study and further investigation of Potter Valley groundwater resources. The total request for task 3 staff and consultant labor is approximately \$1 million dollars.

Type of Vote Required

Per the Joint Exercise of Powers Agreement, this item requires a majority vote of the Board, including affirmative votes of at least one representative from each of the following: (a) the Mendocino County Inland Water and Power Commission; and (b) either Sonoma County Water Agency or the County of Sonoma.

Fiscal Information

This action authorizes ERPA to receive grant funds as provided in the forthcoming grant agreement. Receipt of these funds will be on a reimbursement basis, thus requiring ERPA and/or the member agencies to advance funds for reimbursement.

Staff Recommendation

1. Staff recommend that the Board adopt the attached resolution authorizing the Executive Director to formally apply for and execute a Grant Agreement with the California Department of Fish and Wildlife to receive up to \$9 million for the New Eel-Russian Facility (NERF) Planning, Design, and Russian River Water Supply Resiliency Project and take related necessary actions to implement the grant.
2. Staff further recommend that the Board authorize the Executive Director to seek and apply for additional grants to further ERPA's interests.

List of Attachments

1. Resolution

Contact

David Manning, Executive Director, Executive.Director@eelrussianauthority.org.

Eel-Russian Project Authority
Resolution No. _____

Resolution Of The Board Of Directors of the Eel-Russian Project Authority (ERPA) to Accept Grant Funds from the California Department of Fish and Wildlife (CDFW) for a Watershed Restoration Planning Grant, Making Certain Certifications as Required by the State of California for Said Grant Agreement, and Delegating Related Authority to the Executive Director

RESOLVED by Governing Board of Directors of the Eel-Russian Project Authority, that:

WHEREAS, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), approved by California voters on November 4, 2014, included \$285 million in grant funds allocated for watershed restoration projects; and on June 5, 2018, voters passed Proposition 68, the \$4 billion Parks, Environment, and Water Bond Act.

WHEREAS, CDFW has committed funding to ERPA for the New Eel-Russian Facility (NERF) Planning, Design, and Stakeholder Coordination Project (Project); and

WHEREAS, a resolution from ERPA's governing board delegating certain authority to the Executive Director and making certain certifications may be required in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of ERPA hereby finds, determines, certifies, and declares as follows:

1. The Executive Director of ERPA, or his designee, is hereby authorized to execute a grant agreement with the State of California, prepare the necessary data, conduct investigations execute and submit all documents which may be necessary under the grant program; and to execute and submit any further agreements and amendments necessary under the grant program.

PASSED, APPROVED AND ADOPTED this day, DATE, by the following vote:

DIRECTORS:

Gore: _____ Cline: _____ Pauli: _____ Rabbitt: _____ Russ: _____

VOTES:

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

By:

	Date:

Meeting Date: December 11, 2025

Eel-Russian Project Authority
Informational Item

TO: Board of Directors
FROM: Jessica Martini-Lamb, Sonoma County Water Agency, Environmental Resources Manager
SUBJECT: New Eel-Russian Facility California Environmental Quality Act (CEQA) Process Update

Summary: Informational update on development of scope of work for New Eel-Russian Facility CEQA process.

Background

Sonoma County Water Agency (Sonoma Water) staff and Environmental Science Associates (ESA) have begun developing a draft scope of work to address California Environmental Quality Act (CEQA) compliance for the New Eel-Russian Facility on behalf of the Eel-Russian Project Authority (ERPA). It is anticipated that an environmental impact report (EIR) that evaluates the construction, operations, and maintenance of the New Eel-Russian Facility will be prepared. Initial work will include clearly defining ERPA's project to distinguish it from the Pacific Gas and Electric (PG&E) license surrender project and specifying foreseeable future diversion scenarios for operation of the new facility. The work is expected to require technical analyses that characterize changes to flows in the Eel and Russian rivers, effects on fisheries and biological resources, cultural resources, recreation, agriculture and other studies as needed to address the project's potential environmental impacts. Applied River Sciences will work directly with ESA to help prepare a technical memo on Eel River flows, ecological effects, and diversion rules to support the CEQA analysis. The draft scope of work anticipates close coordination with ERPA agency staff and the California State Water Resources Control Board (SWRCB), which is the CEQA Lead Agency for review for the PG&E Potter Valley Project license surrender project. The team will leverage the SWRCB and PG&E's CEQA analysis and clearly identify effects associated with the ERPA discretionary action. The CEQA schedule is generally anticipated to take about 24 months to complete once initiated. The draft scope of work includes ESA's development of draft permit applications for state and federal permits anticipated to be required for the New Eel-Russian Facility, including permits from the State Water Resources Control Board, California Department of Fish and Wildlife, U.S. Army Corps of

Engineers, and supporting documentation for consultation with U.S. Fish and Wildlife Service and National Marine Fisheries Service.

Sonoma Water staff anticipate taking an item to its Board of Directors meeting on December 16, 2025, requesting authorization for the Sonoma Water General Manager to execute an agreement with ESA, on ERPA's behalf, in a form approved by County Counsel for environmental compliance support services. ERPA, at its July 21, 2025, meeting, agreed that Sonoma Water will perform services and engage consultants on ERPA's behalf to perform critical work in support of ERPA and NERF, including environmental compliance and permitting.

Type of Vote Required

N/A

Fiscal Information

N/A

Staff Recommendation

N/A

List of Attachments

None

Contact

Jessica Martini-Lamb, Sonoma County Water Agency Environmental Resources Manager, (707) 547-1903, jessica.martinilamb@scwa.ca.gov