Eel-Russian Project Authority

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

Board of Directors

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

Board Meeting
August 6, 2026 12:00-2:00pm

County of Sonoma Board of Supervisors Chambers
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

This meeting will be held in person in the County of Sonoma 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: Join from a PC, Mac, iPad, iPhone or Android device:

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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 December 11, 2025.

    b. Insurance for Eel-Russian Project Authority

        1) Adopt a resolution approving the form and authorizing the Chair to execute the Sixth Amended Joint Powers Agreement and authorizing participation in the Special District Risk Management Authority (SDRMA) Property/Liability Insurance Program.

        2) Authorize the Executive Director to enroll the Eel-Russian Project Authority for an initial 3-year term in the SDRMA Property/Liability Program, apply for membership in the Special District Association (CSDA) as required for participation in SDRMA Insurance Program, and make annual payments to SDRMA and CSDA.

Regular Calendar Items:

4. 2026-27 Eel-Russian Project Authority Budget and Related Actions

    1) Adopt a Resolution of the Board of Directors adopting the fiscal year 2026-27 budget and authorizing the Executive Director and the Sonoma County Auditor-Controller-Treasurer-Tax Collector to make expenditures and necessary budgetary adjustments.

    2) Authorize the Executive Director to enter into an agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services in an amount not-to-exceed $12,000 for FY 2026-27, in a form approved by ERPA counsel.

    3) Authorize the Executive Director to renew the agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services on an annual fiscal

year basis for up to five additional fiscal years so long as costs do not increase by more than $15,000 per fiscal year.

4) Authorize the Executive Director to enter into an agreement for outside auditing services in an amount not-to-exceed $20,000 for FY 2026-27, in a form approved by ERPA counsel.

5) Authorize the Executive Director to amend the agreement for outside auditing service on an annual fiscal year basis for up to five additional fiscal years so long as costs do not increase by more than $20,000 per fiscal year.

5. Informational items:

   a. New Eel-Russian Facility water diversion modeling analysis update and presentation.

   b. Executive Director's Report

6. 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.

7. Board Member Announcements/Reports (if any).

8. 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 404Aviation 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) 526-5370 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 – Dec. 11, 2025 Board Meeting
County of Mendocino, Board of Supervisors Chambers
501 Low Gap Road
Ukiah, CA 95482

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

Absent: Director James Gore, County of Sonoma

Staff/Presenters: Cory O'Donnell, County of Sonoma
David Manning, Sonoma Water
Scott Shapiro, IWPC
Jessica Martini-Lamb, Sonoma Water
Stuart Tiffen
Jim O'Toole

1. Call to Order
   Chair David Rabbitt called the meeting to order at 3:04 pm.

2. Approval of the Agenda
   Approval of agenda was moved by Director Cline, seconded by Vice Chair Pauli, unanimously approved by voice vote, no abstentions, one absentee.

3. Consent Calendar
   The Consent Calendar included the following items:
   a. Approve the minutes of the meeting of the Board of Directors of July 21, 2025.

   There was no public comment. Approval of the Consent Calendar was moved by Director Cline and seconded by Director Russ. The consent calendar was unanimously approved by voice vote, no abstentions, one absentee.

   Regular Calendar Items
   The regular calendar included the following 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.

   After presentations by staff, and no Public Comment, Vice Chair Pauli moved to authorize the Executive Director to execute the Master Agreement for ERPA member agencies to provide various services and to advance costs for ERPA, which was seconded by Director Russ. The motion was unanimously approved by voice vote, no abstentions, one absentee.

5. Adopt Resolution authorizing the Executive Director to submit an application and execute and 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 additional grants to further ERPA's interests.

   a. After presentations by staff, and no Public Comment, Vice Chair Pauli, moved for adoption of the resolution to submit an application and execute a grant agreement with the CDFW to receive approximately $9 million for the NERF project, which was seconded by Director Russ. The adoption of the resolution was unanimously approved by voice vote, no abstentions, one absentee.

   b. Director Cline moved to authorize the Executive Director to seek and apply for additional grants to further ERPA's interests, which was seconded by Vice Chair Pauli. The motion was unanimously approved by voice vote, no abstentions, one absentee.

6. <u>Informational Items</u>:
   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 and Jim O'Toole.

7. <u>Public Comment</u>:
   None.

8. <u>Board Member Announcements/Reports</u>:
   Vice Chair Pauli relayed that staff has put together a rebuttal to the UNWON blog 'No Dams, No Water' regarding the recent Round Valley Indian Tribes meeting.

9. <u>Adjournment</u>
   Chair Rabbitt adjourned the meeting at 3:49 pm.

   Respectfully submitted,

   Candace Horsley
   Acting Clerk of the Eel-Russian Project Authority Board

Agenda Item: 3b

Meeting Date: August 6, 2026

Eel-Russian Project Authority

TO: Board of Directors

FROM: David Manning, Executive Director

SUBJECT: ERPA enrollment in the Special District Risk Management Authority pooled insurance program and membership in the California Special Districts Association

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Summary: Staff recommends that the Board of Directors:

1) Adopt a resolution approving the form of and authorizing the execution of the Sixth Amened Joint Powers Agreement and authorizing participation in the Special District Risk Management Authority's (SDRMA) Property/Liability Program.
2) Authorize the Executive Director to enroll the Eel-Russian Project Authority for an initial 3-year term in the SDRMA Property/Liability Program, apply for membership in the Special District Association (CSDA), and make annual payments to SDRMA and CSDA.

<u>Background</u>

To provide liability protection for the Eel-Russian Project Authority (ERPA), its staff, and Board members and as a requirement for the use of funds granted by the State of California, ERPA is applying for pooled insurance coverage through the Special District Risk Management Authority (SDRMA). Associated with the California Special Districts Association (CSDA), SDRMA is a public agency formed under California Government Code Section 6500 et seq. and provides a full-service risk management program for California's special districts. For over three decades, SDRMA has provided members with comprehensive coverage protection. Insurance for the Mendocino County Inland Water and Power Commission (MCIWPC), an ERPA member agency, is provided by SDRMA. Because ERPA is a separate legal entity, insurance cannot be extended to ERPA by MCIWPC or the self-insurance and pooled-insurance programs used by Sonoma Water and the County of Sonoma.

On June 17, 2026, ERPA received a quote for inclusion in SDRMA's 2026-27 Property/Liability Program of $4,221.63 for coverage limits of $2.5 million (Attachment 1).

SDRMA requires a three-program year commitment, membership in CSDA, and adoption by ERPA's Board of Directors and execution of SDRMA's Sixth Amended Joint Powers Agreement (Attachment 2). The SDRMA program includes coverage for general liability; automobile damage and bodily injury; public officials' personal liability; employment practices and employee benefits liability; errors and omissions liability; and property coverage.

The SDRMA program is affiliated with the California Special Districts Association (CSDA). CSDA is a 501c(6), not-for-profit association that was formed in 1969 to promote good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts. Annual membership in CSDA is required to maintain insurance coverage through SDRMA. As a Joint Powers Authority, ERPA is eligible to join CSDA as an associate member. Based on ERPA's operating revenue, annual associate membership dues are $1,872.

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

Cost to enroll in the SDRMA insurance program for the 2026-27 program year is $4,221.63. The program year term extends from July 1, 2026 through June 30, 2027. The annual cost of associate membership in CSDA is $1,872.

Staff Recommendation

1. Staff recommend that the Board adopt the attached resolution authorizing participation in the Special District Risk Management Authority's (SDRMA) Property/Liability Program.

2. Staff further recommend that the Board authorize the Executive Director to enroll the Eel-Russian Project Authority for an initial 3-year term in the SDRMA Property/Liability Program, apply for membership in the Special District Association (CSDA), and make annual payments to SDRMA and CSDA.

List of Attachments

1. June 17, 2026 SDRMA Proposal to ERPA and liability insurance program description.

2. Sixth Amended Joint Powers Agreement Relating to the Special District Risk Management Authority.

3. Resolution.

Contact

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

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

1112 I Street, Suite 300
Sacramento, CA 95814-2865
O 916-231-4141 * 800-537-7790
Fax 916-231-4111

Maximizing Protection. Minimizing Risk.

June 17, 2026

David Manning
Executive Director
Eel/Russian Project Authority
404 Aviation Boulevard
Santa Rosa, CA 95403

Dear David Manning,

Thank you for the opportunity to provide Eel/Russian Project Authority with this 2026-27 Property/Liability Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. Our goal is to serve as an extension of your agency's staff and provide the best value through proactive loss prevention, effective claims cost containment and enhanced member services. Our partnerships with California Special District Association (CSDA), the CSDA Finance Corporation, and the Special District Leadership Foundation provide our members access to valuable services, resources, education and training opportunities.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. Coverage bound mid-year will be prorated based on effective dates. Eel/Russian Project Authority's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION

Coverage Limits: $2.5 Million - July 1, 2026 through June 30, 2027*	$4,221.63

Please refer to the attached list for detailed coverage limits and deductibles.

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Please review the following requirements and conditions:

- Adoption of a Resolution by the Agency Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability Program for an initial 3-program year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- Approval by SDRMA's Board of Directors of Agency's membership in the Property/Liability program.
- Initial three-program year member enrollment required. Upon meeting the initial three-program year commitment, a member may withdraw by submitting a 90-day (April 1) intent to withdraw letter before the annual renewal.
- Maintaining annual Membership in California Special Districts Association is required and separate from this quotation.
- Special District Risk Management Authority's Credit Incentive Program (CIP) awards up to 15% off the annual contribution for completion of approved risk management and training programs. Members can reduce future contributions each year by earning CIP points or not experiencing any paid claims.

Upon receipt of all membership documents, SDRMA will issue the policy and forward pro-rated invoices for the annualized Property/Liability Program contributions.

We look forward to Eel/Russian Project Authority's participation in the SDRMA Property/Liability Program. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of your agency's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Debbie Yokota, CPCU - Interim Chief Executive Officer

Special District Risk Management Authority

Proposed Lines of Coverage for Program Year 2026-27

Line of Coverage	Item Count	Total Insured Value (TIV)	Deductible	Limit
General Liability				
Bodily Injury			$0	$2,500,000
Property Damage			$500	$2,500,000
Public Officials Personal			$500	$500,000
Employment Benefits			$0	$2,500,000
Employee/Public Officials E & O			$0	$2,500,000
Employment Practices Liability			$0	$2,500,000
Employee/Public Officials Dishonesty (Crime)			$2,500	$1,000,000
Auto Liability (includes non-owned auto)				
Auto Bodily Injury			$0	$2,500,000
Auto Property Damage			$1,000	$2,500,000
Non-Owned Auto Bodily Injury			$0	$2,500,000
Non-Owned Auto Property Damage			$1,000	$2,500,000
Uninsured Motorist			$0	$1,000,000

* Special Deductibles/Limits

Property/Liability Package Program

Special District Risk Management Authority (SDRMA) offers a straightforward, uncomplicated program for special districts and other public agencies. Coverage documents are broad form manuscript policies written on an "occurrence form" to ensure the highest level of coverage and maximum protection of assets for governmental entities providing municipal services. Established in 1986, this program has a proven reputation for stable, competitive rates, actuarially based fiscal management, and sound underwriting practices. For member agencies that participate in both the SDRMA Property/Liability and Workers' Compensation Programs, we offer multi-program discounts.

COVERAGE

- General Liability Minimum Limits of $2.5 Million Per Occurrence ($5M and $10M excess available)
- Property Limits $1,000,000,000 Per Occurrence (pool limit)
- Ancillary coverages are offered on a member-by-member basis
- SDRMA maintains a Self-Insured Retention that is periodically adjusted based on market conditions

CLAIMS MANAGEMENT PROGRAM

SDRMA recognizes that claims management is a critical component and serves as the strength of our risk management program. Under the supervision of Chief Risk Officer, property and liability claims are processed, managed and adjusted "in-house". Our primary objective is to positively impact the overall cost of property and liability coverages, as well as provide employees and employers fair and equitable claims management and resolution. SDRMA uses state-of-the-art claims management software to provide an accurate up-to-date status of each claim, loss run reports and financial information.

RISK CONTROL PROGRAM AND SERVICES

Property and liability coverage protection is just one component of SDRMA's overall risk management program. Our risk management program includes risk assessment, risk analysis, risk protection (insurance coverage) and loss control. Asset protection for Agency exposures, assisting in preventing future losses, educating Agency staff, and providing the Agency with access to a risk manager are all elements of the overall risk management program.

MEMBERPLUS SERVICES

Members participate in a complimentary safety management program including:

- Personalized On-line Member Resources – MemberPlus Online™
- State-of-the-Art On-line Safety Training – Vector Solutions™
- Risk Control Subsidy Fund for Reimbursement of Approved Safety Equipment/Training up to $1,000 per year
- Employment Law Legal Hotline

- On-Site Loss Control Visits and Risk Analysis
- Training Workshops/Webinars (safety, loss prevention, claims handling)
- Contribution-Reduction Credit Incentive Program (CIP)
- Occupational Safety & Health Program
- Safety & Claims Policy Manual
- Monthly Review of Claims Loss Reports
- Ergonomic Evaluations of Work Areas
- Access to Employer Pull Notice Program

ELIGIBILITY REQUIREMENTS

SDRMA's eligibility requirements provide that member agencies:

- Must be a public agency formed under the California Government Code
- Execute the SDRMA Joint Powers Agreement
- Commit to an initial three program year member enrollment (thereafter coverage may be renewed annually)
- Maintain annual membership in California Special Districts Association (CSDA)

Property/Liability Package Coverage Description

GENERAL LIABILITY

Coverage for Third Party claims and losses arising from members operational exposures for Bodily Injury, Property Damage. Coverage provided for such exposures as: Recreational Activities; Premises Liability; Operational Breaches. Coverage included for Boards, employees and volunteers. Failure to supply and dam failure liability available by endorsement. There are no general liability policy sub-limits. Limit: minimum $2,500,000 per occurrence. Deductible: None; $500 (property damage only) per occurrence. *Inverse Condemnation shared limit $1,000,000.

AUTO LIABILITY

Auto liability coverage protects members from lawsuits for bodily injury and property damages to the public arising out of ownership, maintenance or use of a covered vehicle. Coverage includes: owned vehicles, non-owned and hired vehicles and uninsured motorists. Limit: minimum $2,500,000 per occurrence. Deductible: None (bodily injury); $1,000 (property damage) per occurrence.

AUTO PHYSICAL DAMAGE

Auto physical damage (comprehensive and collision) provides protection for damage or loss to a member's owned vehicle. Comprehensive coverage includes: fire, theft, vandalism, windstorm, hail, flood, glass breakage, damage caused by riot or civil commotion and damage from hitting or being hit by birds and animals. Collision coverage provides coverage for repair or replacement for like kind, type and condition based on actual cash value. Valuation: Actual Cash

Tel 800-537-7790
Fax 916-231-4111
www.sdrma.org

Value (ACV) or agreed upon value. Deductible: Member selectable $250 comprehensive/$500 collision or $500 comprehensive/$1,000 collision per occurrence.

PUBLIC OFFICIALS PERSONAL LIABILITY (OUTSIDE COURSE AND SCOPE)
This highly specialized, unique coverage protects elected/appointed officials from claims and settlements arising outside the course and scope of their duties. Coverage includes: invasion of privacy, libel, slander, defamation of character, discrimination, false arrest and malicious prosecution. Limit: $500,000 per official per year; annual aggregate. Deductible: $500 per claim.

EMPLOYMENT PRACTICES LIABILITY
Employment practices liability provides coverage for claims and losses arising from “wrongful” employment practices. Coverage includes: wrongful termination, harassment, hostile work environment and discrimination. Limit: minimum $2,500,000 per occurrence. Deductible: None.

EMPLOYEE BENEFITS LIABILITY
Employee benefits liability coverage for claims and settlements resulting from the negligent administration of employee benefit plans. Limit: minimum $2,500,000 per occurrence. Deductible: None.

EMPLOYEE AND PUBLIC OFFICIALS DISHONESTY
Employee and Public Officials Dishonesty is coverage protection for member losses resulting from fraudulent or dishonest acts committed by employees, volunteers or board members. Coverage includes: larceny, theft, embezzlement, forgery and wrongful misappropriation. Limit: $1,000,000. Deductible: None.

EMPLOYEE AND PUBLIC OFFICIALS ERRORS AND OMISSIONS
Public officials and employee’s errors and omissions coverage for “wrongful acts”, alleged or actual negligence, errors or omissions, breach of duty, misfeasance, and malfeasance, nonfeasance and defamation. Limit: minimum $2,500,000 per occurrence. Deductible: None.

PROPERTY COVERAGE (INCLUDING FLOOD AND MOBILE/CONTRACTORS EQUIPMENT)
Property coverage provided for the replacement cost value of reported building and contents. Additional extensions provided for course of construction, business interruption, rental income and tuition, debris removal, electronic data processing, extra expense, fine arts (appraised value), flood coverage (annual aggregate), interruption by civil authority, pollution clean-up (related to property loss), and valuable papers. Property Coverage Valuation: replacement cost (without depreciation). Mobile/Contractors Equipment Valuation: actual cash value. Limit: $1,000,000,000, no annual aggregate. Deductible: $1,000 per occurrence.

BOILER AND MACHINERY

Boiler and machinery coverage is provided for the “sudden and accidental” breakdown of mechanical and electrical machinery. Coverage includes: business income, extra expense, spoilage, water damage, ammonia contamination, hazardous substances, error in description and newly acquired property. Limit: $100,000,000 repair/replacement. Deductible: Varies based on KW/KVA/AMPS, per occurrence.

ANCILLARY COVERAGES

Ancillary coverages are available on a member-by-member basis (such as: earthquake, cyber, excess liability).

CREDIT INCENTIVE PROGRAM

Members are able to reduce their auto and general liability net premiums through Special District Risk Management Authority Property/Liability Credit Incentive Program. Credit incentives up to 15% of the auto and general liability net contribution can be earned for completion of approved program criteria guidelines.

This information is provided as a general description only and is not intended to supersede specific policy documents. In the event of a conflict in language, the policy(ies) will be the controlling document.

CONTACT INFORMATION:

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SIXTH AMENDED
JOINT POWERS AGREEMENT

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted	**August 1, 1986**
1st Amended	**February 5, 1988**
2nd Amended	**March 31, 1990**
3rd Amended	**July 1, 1993**
4th Amended	**February 9, 1998**
5th Amended and Restated	
- Approved	**March 24, 2003**
- Effective	**July 1, 2003**
6th Amended	**October 2, 2007**

JOINT POWERS AGREEMENT - TABLE OF CONTENTS

SIXTH AMENDED JOINT POWERS AGREEMENT
RELATING TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the "Agreement") is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers' Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for members of the California Special Districts Association ("CSDA"); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the "Original JPA"), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority ("Authority") and Special District Workers Compensation Authority ("SDWCA"), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. <u>Definitions</u>. The following definitions shall apply to the provisions of this agreement:

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

"Alliance Executive Council" means the council organized pursuant to the MOU.

"Assessment" means an additional amount, in addition to the Member's or Former Member's original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

"Authority" shall mean the Special District Risk Management Authority created by the original version of this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

"Chief Executive Officer" shall mean that employee of the Authority who is so appointed by the Board of Directors.

"Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

"Contribution" means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

"Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

"CSDA" means the California Special Districts Association.

"District" shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

"Duly Constituted Board Meeting" shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

"Estimated Contribution" means the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Program for a Program Year.

"Excess or Re-Insurance" shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

"Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.

"Former Member" shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

"Joint Protection Program" means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

"Member" shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

"MOU" means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

"Program" or "Programs" means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

"Program Year" shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

"Retained Earnings," as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

"SDWCA" means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers' compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. <u>Parties to Agreement</u>. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. <u>Term of Agreement</u>. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. <u>Creation of Authority</u>. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. <u>Powers of Authority</u>. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

(1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

(2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.

(3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

(4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;

(5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

(6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities

(7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;

(8) to employ agents and employees, and/or to contract for such services;

(9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;

(10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;

(11) to sue and be sued in its own name;

(12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and

(13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq*.

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

(a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

(b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;

(c) to contract for, develop or provide through its own employees various services for the Authority;

(d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;

(e) to receive and act upon reports of committees and from the Chief Executive Officer;

(f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;

(g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;

(h) to fix and collect Contributions and Assessments for participation in the Programs;

(i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;

(j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;

(k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;

(l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;

(m) to establish policies and procedures for the operation of the Authority and the Programs;

(n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;

(o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

(p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;

(q) to transact any other business which is within the powers of the Board of Directors;

(r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;

(s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;

(t) to exercise general supervisory and policy control over the Chief Executive Officer;

(u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and

(v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. <u>Services Provided by the Authority</u>. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. <u>Responsibilities of Members</u>. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. <u>New Members</u>. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. <u>Withdrawal</u>.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

(i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

(ii) The Member submits a written withdrawal notification in accordance with the Bylaws;

(iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.

(B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and

(i) It has participated in such Joint Protection Program for at least three (3) full Program Years;

(ii) it is a participant in another Joint Protection Program; and

(iii) the Member submits a written withdrawal notification in accordance with the Bylaws.

(C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.

(D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

(E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.

(F) Withdrawal of one or more Members shall not serve to terminate this Agreement.

(G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. <u>Involuntary Termination</u>.

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:

Oct 2, 2007

Ken Sonksen, President
Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.

OCT. 2, 2007

James W. Towns, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name:____

By:_________________________________ President

By:_________________________________ Clerk

Date:______________________

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

_________________________.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By:____________________________
SDRMA Board President

Date:______________________

Agenda Item: 3b
Meeting Date: August 6, 2026

Eel-Russian Project Authority
Resolution No. _______

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EEL-RUSSIAN PROJECT AUTHORITY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED JOINT POWERS AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S PROPERTY/LIABILITY PROGRAM

WHEREAS, The Eel-Russian Project Authority**,** a special district duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the Property/Liability Program offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, California Government Code Section 6500 *et seq.,* provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.,* for the purpose of providing its members with risk financing and risk management programs; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); which states the purpose and powers of the Authority; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:

Section 1. <u>Findings</u>. The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Agency.

Section 2. <u>Sixth Amended JPA Agreement</u>. The Amended JPA Agreement proposed to be executed and entered into by and between the Agency and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Agency Board and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Program Participation. The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Property and Liability Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of __________________, 20____ by the following vote:

AYES: ______________________

NOES: ______________________

ABSENT: ______________________

____
Name

____
Title

____
Agency Secretary

DIRECTORS:

Gore: ______ Cline: ___________Pauli: _____ Rabbitt: _____ Russ:______

VOTES:

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

By:

	Date:

Agenda Item: 4

Meeting Date: August 6, 2026

Eel-Russian Project Authority

TO: Board of Directors

FROM: David Manning, Executive Director

SUBJECT: 2026-27 Eel-Russian Project Authority Budget

Summary: Staff recommends that the Board of Directors:

1) Adopt a Resolution of the Board of Directors to approve the fiscal year 2026-27 budget and authorize the Executive Director and the Sonoma County Auditor-Controller-Treasurer-Tax Collector to make expenditures and necessary budgetary adjustments.

2) Authorize the Executive Director to enter into an agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services in an amount not-to-exceed $12,000 for FY 2026-27, in a form approved by ERPA counsel.

3) Authorize the Executive Director to renew the agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services on an annual fiscal year basis for up to five additional fiscal years so long as costs do not increase by more than $15,000 per fiscal year.

4) Authorize the Executive Director to enter into an agreement for outside auditing services in an amount not-to-exceed $20,000 for FY 2026-27, in a form approved by ERPA counsel.

5) Authorize the Executive Director to amend the agreement for outside auditing service on an annual fiscal year basis for up to five additional fiscal years so long as costs do not increase by more than $20,000 per fiscal year.

Background

The December 12, 2023, Joint Exercise of Powers Agreement (JEPA) that formed the Eel-Russian Project Authority (ERPA) calls for the Board to adopt an annual budget prior to the ensuing fiscal year. Article VI (Sec. 6.02.a) of the JEPA acknowledges that upon formation, ERPA was not expected to have any assets but would nevertheless undertake planning and administrative work before securing funding and adopting an initial budget. Since ERPA's formation, members agencies Sonoma Water, Sonoma County, and the Mendocino County Inland Water and Power Commission have supported ERPA's work through contributions of members agencies' staff and consultant labor. On May 21, 2026, member agencies executed the Master Agreement to Provide Various Services and to Advance Costs for the Eel-Russian Project Authority (Master Agreement). On June 22, 2026, ERPA and the California Department of Fish Wildlife (CDFW) entered into an $8.7 million agreement to implement the New Eel-Russian Facility (NERF) Planning, Design, and Water Supply Resiliency Project. To authorize spending per the grant agreement and incur other administrative expenses, ERPA staff have prepared a fiscal year 2026-27 budget for the Board's approval.

The December 12, 2023, JEPA designated the Sonoma County Treasurer and Auditor-Controller as the treasurer and auditor of ERPA. To provide these services to ERPA, the Sonoma County Auditor-Controller-Treasurer-Tax Collector (ACTTC) will charge fees and requires a client services agreement with ERPA. The proposed Client Accounting Services Agreement is estimated at $10,262, and its costs are likely to be no more than $15,000 per year.

Additionally, as a separate legal entity, Eel-Russian Project Authority is required to obtain its own independent audit to ensure financial compliance and oversight. The estimated cost to procure an independent auditor for outside auditing service is $20,000 per year.

For fiscal year 2026-27, the estimated budget is projected to be $3,001,753 in expenses and $3,001,753 in offsetting revenue. Within this amount, $2,963,459 is allocated for contract services and $38,294 is allocated for various service charges necessary to administer and implement CDFW's Grant for the NERF Project. The expenses are offset by $2,951,753 in State Revenue, and a $50,000 transfer from Sonoma Water.

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

Expenditures	**FY26/27**
Budgeted Expenses	$0
Additional Appropriation Requested	$3,001,753
Total Expenditures	**$3,001,753**
Funding Sources	
State Revenue	$2,951,753
Transfers (Sonoma Water)	$50,0000
Total Sources	**$3,001,753**

For FY 2027/2028, FY2028/2029, and future years for the duration of the CDFW grant, revenue and expense appropriations will be made in those fiscal years.

Staff Recommendation

1. Staff recommend that the Board adopt the attached resolution approving the fiscal year 2026-27 budget and authorizing the Executive Director and the Sonoma County Auditor-Controller-Treasurer-Tax Collector to make expenditures and necessary budgetary adjustments.

2. Staff recommend that the Board authorize the Executive Director to enter into an agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services in an amount not-to-exceed $12,000 for FY 2026-27, in a form approved by ERPA counsel. Collector's Office for general accounting services in an amount not-to-exceed $12,000 for FY 2026-27, in a form approved by ERPA counsel.

3. Staff recommend that the Board authorize the Executive Director to renew the agreement with the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office for general accounting services on an annual fiscal year basis for up to five additional fiscal years so long as costs do not increase by more than $15,000 per fiscal year.

4. Staff recommends that the Board Authorize the Executive Director to enter into an agreement for outside auditing services in an amount not-to-exceed $20,000 for FY 2026-27, in a form approved by ERPA counsel.

5. Staff recommends that the Board authorize the Executive Director to amend the agreement for outside auditing service on an annual fiscal year basis for up to five additional fiscal years so long as costs do not increase by more than $20,000 per fiscal year.

List of Attachments

1. Resolution
2. 2026-27 Budget
3. Draft Agreement with the Sonoma County Client Accounting Division

Contact

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

Agenda Item: 4
Meeting Date: August 6, 2026

Eel-Russian Project Authority
Resolution No. _______

Resolution Of The Board Of Directors of the Eel-Russian Project Authority (ERPA) To Approve The Fiscal Year 2026-27 Budget and Authorize The Executive Director and the Sonoma County Auditor-Controller-Treasurer-Tax Collector To Make Expenditures And Necessary Budgetary Adjustments.

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

WHEREAS**,** the December 12, 2023 Joint Exercise of Powers Agreement (JEPA) that formed the Eel-Russian Project Authority (ERPA) calls for the Board to adopt an annual budget prior to the ensuing fiscal year;

WHEREAS, Article VI (Sec. 6.02.a) of the JEPA acknowledges that upon formation, ERPA was not expected to have any assets but would nevertheless undertake planning and administrative work before securing funding and adopting an initial budget;

WHEREAS, on May 21, 2026, member agencies executed the Master Agreement to Provide Various Services and to Advance Costs for the Eel-Russian Project Authority; and

WHEREAS, on June 22, 2026, ERPA and the California Department of Fish Wildlife entered into an $8.7 million agreement to implement the New Eel-Russian Facility (NERF) Planning, Design, and Water Supply Resiliency Project;

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

1. To authorize spending per the grant agreement and incur other administrative expenses, the fiscal year 2026-27 budget is approved and the Executive Director of ERPA and the Sonoma County Auditor-Controller-Treasurer-Tax-Collector are hereby authorized to make expenditures and necessary budgetary adjustments.

PASSED, APPROVED AND ADOPTED this day, August 6, 2026, by the following vote:

DIRECTORS:

Gore: ______ Cline: __________Pauli: ____ Rabbitt: ____ Russ:______

VOTES:

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

By:

	Date:

FY 2026-27 Budget

SUMMARY OF REVENUES AND EXPENDITURES

Fund: EEL RUSSIAN PROJECT AUTHORITY (ERPA) - JPA
Fund/Department ID: 76551 71130100

Account No. and Title		Adopted	Requested FY26-27	Difference	Percent Change
REVENUES:					
INTERGOVERNMENTAL REVENUE					
42360	State Revenue	0	2,951,753	2,951,753	100.00%
42610	Other Government Agencies	0	50,000	50,000	100.00%
	Subtotal Intergovernmental Revenue	**$ -**	**$ 3,001,753**	**$ 3,001,753**	**100.00%**
TOTAL REVENUES		**-**	**3,001,753**	**3,001,753**	**100.00%**
EXPENDITURES:					
SERVICES AND SUPPLIES					
51042	Insurance - Premiums	0	4,222	4,222	100.00%
51206	Accounting/Auditing Services	0	20,000	20,000	100.00%
51207	Client Accounting Services	0	12,000	12,000	100.00%
51242	Bank Charges	0	200	200	100.00%
51803	Other Contract Services	0	2,963,459	2,963,459	100.00%
52091	Memberships/Certifications	0	1,872	1,872	100.00%
	Subtotal Services and Supplies	**$ -**	**$ 3,001,753**	**$ 3,001,753**	**100.00%**
TOTAL EXPENDITURES		**-**	**3,001,753**	**3,001,753**	**100.00%**
TOTAL NET COST (Expenditures Minus Revenues)		**$ -**	**$ -**	**$ -**	**0.00%**

CDFW Grant Budget Summary (51803) [1]					
Task 1	Project Management	0	127,330	127,330	100.00%
Task 2	Engineering Design for the New Eel-Russian Facility	0	1,010,362	1,010,362	100.00%
Task 3	Environmnetal Compliance and Permitting	0	1,598,400	1,598,400	100.00%
Task 4	Water Supply Resiliency Planning	0	227,367	227,367	100.00%
	CDFW Grant Budget Total	**$ -**	**$ 2,963,459**	**$ 2,963,459**	**100.00%**

1. This amount assumes all funds from the Fish and Wildlife grant dedicated for this purpose are allocated across the life of the grant. The Board will be asked to approve a budget adjustment if funds are expended at an accelerated rate.

ERICK ROESER
AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

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AMANDA RUCH, CPA
ASSISTANT AUDITOR-CONTROLLER
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BROOKE KOOP, CPA
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

KATHLEEN PARNELL
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

AGREEMENT FOR SERVICES TO BE PROVIDED BY THE SONOMA COUNTY AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR'S OFFICE

Effective when this agreement is fully executed, the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) will provide the following accounting services to the Eel-Russian Project Authority (the Authority).

1. Enter accounts payable and deposits into the accounting system.

2. Maintain the general ledger and reconcile all material account balances in accordance with Generally Accepted Accounting Principles.

3. Work with external auditors on the preparation of financial audits. Prepare all Basic Financial Statements and Notes to the Basic Financial Statements.

4. Prepare and submit the annual Financial Transactions Report to the State Controller's Office.

In order to effectively provide the aforementioned services, the following is required from the Authority administrator:

1. Provide documentation in support of accounting transactions.
2. Provide the Board-Adopted Budget no later than June 30 of each year for the subsequent fiscal year beginning July 1.
3. Provide copies of Board-approved budget adjustments.
4. Answer questions that may arise in the normal course of business.

The estimated annual cost of these services (based on FY 2026-27 costs) is calculated as follows:

Estimated Accounting Assistant Hours: 8 hours at $129/hour = $1,032
Estimated Accountant II: 55 hours at $151/hour = $8,305
Estimated Supervising Accountant Hours: 5 hours at $185/hour = $925
Estimated Total Annual Cost **= $10,262**

The estimated cost above is based on the current estimated "fully loaded" hourly rates for ACTTC staff including overhead. **After fiscal year 2026-27 these rates will change based upon negotiated salary and benefit increases**. We will contact you to discuss estimated charges for subsequent fiscal years before the beginning of each fiscal year.

Accounting charges are billed on a cost reimbursement basis. A journal will be prepared to charge (Account 51207 "Client Accounting Charges") for costs incurred. A detailed report of all charges will be made available upon request.

This agreement will be automatically renewed annually; however either party may cancel this agreement by written notice of intent to cancel no less than thirty days in advance of the intended termination date.

If the above represents your understanding of the services the ACTTC is to provide to Eel-Russian Project Authority and you would like to proceed, please sign this agreement and return it directly to Jennifer Murray, Accounting Manager, Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office, 585 Fiscal Drive, Room 100, Santa Rosa, CA. 95403. A copy is included for your records.

APPROVED:

SONOMA COUNTY AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

____

Erick Roeser
Auditor-Controller-Treasurer-Tax Collector

Date:__________________

APPROVED:

Eel-Russian Project Authority

____

David Manning
Executive Director

Date:_________________