

**JOINT EXERCISE OF POWERS
AGREEMENT**

BY AND AMONG THE

**MENDOCINO COUNTY INLAND WATER AND POWER
COMMISSION,**

COUNTY OF SONOMA, AND

SONOMA COUNTY WATER AGENCY.

CREATING THE

EEL-RUSSIAN PROJECT AUTHORITY

EEL-RUSSIAN PROJECT AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement (“Agreement”) is made by and among:

- a. Mendocino County Inland Water and Power Commission, a joint exercise of powers agency organized and existing under the laws of the State of California;
- b. County of Sonoma, a political subdivision of the State of California organized and existing under the laws of the State of California;
- c. Sonoma County Water Agency, a body corporate and politic of the State of California;

These parties are referenced herein as Member Agencies or, individually, as a Member Agency.

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq. (the “JPA Law”) may acquire, finance, construct and operate public capital improvements;

WHEREAS, agencies formed under the JPA Law may provide services to serve territory within the jurisdictions of the agencies which form the joint powers entity;

WHEREAS, a need exists for coordinated planning to implement a project that allows Eel River water to continue to be imported into the Russian River watershed, all while advancing habitat protection and creation within the Eel River watershed;

WHEREAS, a joint powers agency is appropriate to implement this project; and

WHEREAS, the Member Agencies wish to form a joint powers agency to implement this project.

AGREEMENT

Now, therefore, in consideration of the above and of the mutual promises contained herein, the Parties do hereby agree as follows:

Article I. DEFINITIONS

Section 1.01 Definitions

- a. “Agreement” means this Joint Exercise of Powers Agreement, as it may be amended from time to time.
- b. “Authority” means the Eel-Russian Project Authority established by this Agreement.
- c. “Board” or “Board of Directors” means the governing board of directors of the Authority.

- d. "Budget" means an approved budget appropriating funding for the expenses of the Authority.
- e. "Director" or "Directors" means one or more members of the Board of Directors.
- f. "Facility" or "Facilities" means tunnels, buildings, diversion structures, watercourses, drainage channels, conduits, ditches, or other facilities for the diversion, management and delivery of resources within the boundaries of the Authority that are acquired by or constructed by the Authority. "Facilities" shall also include habitat restoration, water rights, easements, rights-of-way, and any other relevant personal or real property interest for any purpose of the Authority.
- g. "Fiscal Year" means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year unless the Board should adopt another fiscal year by resolution.
- h. "JPA Law" means the Joint Exercise of Powers Act, Government Code section 6500 et seq. as it now exists or may hereafter be amended.
- i. "Member Agencies" means the parties to this Agreement identified above or which become party, accepting the rights and obligations of a Member Agency pursuant to an amendment to this Agreement.
- j. "Project" means a grouping of Facilities to be acquired, constructed, operated, and/or maintained by the Authority that are needed to divert water from the Eel River watershed into the Russian River watershed for storage and diversion for downstream municipal, domestic, irrigation, or ecosystem benefit. The Project will be designed for upstream and downstream fish migration with a goal of achieving naturally reproducing, self-sustaining and harvestable native anadromous fish populations in the Eel River. The Project may also include habitat restoration on the Eel River but habitat restoration is not intended to be the primary focus of the Project.

Any reference in this Agreement to a statute shall mean that statute as it now exists or may hereafter be amended.

Article II. GENERAL PROVISIONS

Section 2.01 Purpose

The purpose of this Agreement is to create the Authority which will exercise the common powers of the Member Agencies to implement the Project.

Section 2.02 Creation of Public Agency as Separate Legal Entity and Initial Actions

There is hereby created a public authority known as the "Eel-Russian Project Authority." It is the intent of the Parties that the Authority shall be a legal entity separate from the Member Agencies

pursuant to Government Code section 6507. Once this Agreement has been signed by all Member Agencies, then Sonoma County Water Agency shall schedule a first meeting of the Board of Directors of the Authority and shall place on the agenda any appropriate matters, including all those actions to be taken by the Authority upon its creation.

Section 2.03 Effective Date

This Agreement shall be effective on the date of the first scheduled meeting of the Board of Directors for the Authority.

Article III. POWERS

Section 3.01 General Powers

The Authority may exercise the powers granted to it under the JPA Law, including but not limited to the powers of each of the Member Agencies as may be necessary to the accomplishment of the purposes of this Agreement.

Section 3.02 Power to Issue Bonds and Other Financial Instruments

The Authority shall have all the powers provided in the JPA Law, including the power to issue bonds under the Marks-Roos Bond Pooling Law, Government Code section 6584 et seq., and other law or otherwise to borrow, including the use of certificates of participation.

Section 3.03 Specific Powers

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, including but not limited to:

- a. To negotiate and enter into agreements with Pacific Gas and Electric Company for the acquisition of Facilities that are part of the Potter Valley Project;
- b. To study, plan, and implement ways and means to provide a reasonable program and plan of operation to design, construct, operate, and maintain the Project including such agreements as may be necessary with wholesalers, retailers, or users of water;
- c. To participate in financing or re-financing any Facilities, in accordance with any terms and conditions imposed by the JPA Law;
- d. To make and enter into contracts necessary to the accomplishment of the purposes of this Agreement;
- e. To contract for the services of engineers, attorneys, planners, financial consultants, and other needed professionals;
- f. To employ such persons as it deems necessary;
- g. To enter into agreements with the United States of America, the State of California or any other public or private person to provide a portion or all, of the costs which may be

- required for Facilities, including any constructed by the State or Federal governments or one or more Member Agencies or the Authority itself;
- h. To acquire, construct, manage, control, maintain, improve, repair, replace, and/or operate any Facilities.
 - i. To acquire by voluntary agreement, or if necessary, eminent domain, and to hold and dispose of, any interest in real or personal property, including water rights, necessary to the accomplishment of the purposes of this Agreement;
 - j. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
 - k. To sue and be sued in its own name;
 - l. To adopt rules, regulations, policies, bylaws, ordinances, and procedures governing the operation of the Authority;
 - m. To incur debts, liabilities, or other obligations, and to secure insurance, receive or provide indemnities, and enter into other mechanisms as appropriate for risk management;
 - n. To levy and collect assessments, fees, charges, and/or special taxes and to participate in other financing districts;
 - o. To apply for, accept, and receive state, federal, or local licenses, permits, grants, loans, and other aid from any agency of the United States of America, or of the State of California, or from any other public or private entity necessary for the accomplishment of the purposes of this Agreement;
 - p. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the JPA Law;
 - q. To invest money not required for the immediate necessities of the Authority pursuant to Government Code sections 6505.5 and 53601;
 - r. To refinance indebtedness incurred by one or more Member Agencies in connection with any of the purposes of this Agreement;
 - s. To apply for letters of credit or other form of financial guarantees to secure the repayment of bonds and enter into agreements in connection therewith;
 - t. To assume commitments of a Member Agency by resolution of the Board;
 - u. To carry out and enforce this Agreement; and
 - v. To exercise all other powers not specified here but common to the Member Agencies and authorized by Government Code section 6508.

Section 3.04 Restriction on Exercise of Powers

The powers of the Authority shall be exercised in the manner provided in the Act and in the JPA Law, and, except for those powers set forth in the JPA Law, shall be subject (in accordance with

Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the County of Sonoma in the exercise of similar powers.

Article IV. ORGANIZATION AND GOVERNANCE

Section 4.01 Governing Body of the Authority

- a. The Authority shall be governed by a Board of Directors comprising five persons selected as set forth in this section below. All voting power of the Authority shall reside in the Board.
- b. The Board shall be comprised by the following:
 - i. Two Directors selected by the Mendocino County Inland Water and Power Commission from among the Commissioners that govern that agency or other representatives of the Commission selected by the Commissioners;
 - ii. One Director selected by the County of Sonoma from among the Supervisors that govern the County or other representatives of the County selected by the Supervisors;
 - iii. One Director selected by the Sonoma County Water Agency from the Directors that govern that agency or other representatives of the Agency selected by the Directors; and
 - iv. One Director selected by the Round Valley Indian Tribes to represent the Tribes.
- c. Each appointing authority shall also appoint an Alternate. The Alternates shall serve in the absence or recusal of the Director for whom they are the Alternate. Each Alternate shall meet the qualifications for serving as a Director.
- d. Directors and Alternates serve at the pleasure of their appointing authorities and shall hold office until a successor takes the oath of office as a Director of the Authority.
- e. Each appointing authority shall promptly appoint a successor to a Director or Alternate who ceases, for any reason, to be a Director or Alternate or qualified to serve on the Board of Directors.
- f. The Authority may compensate Directors and/or Alternates for their role with the Authority as the Board of Directors may determine. A Director member or Alternate may be reimbursed for expenses they reasonably incur in the conduct of the Authority's business pursuant to a written policy of the Authority.

Section 4.02 Principal Office

The Board shall designate the Authority's principal office at a place convenient to the work of the Authority within or without the Authority. The Secretary shall note any change in that designation in the minutes of a Board meeting and notify each Member Agency of that change in writing. Upon creation of the Authority and until otherwise changed, the principal office shall be at the Sonoma County Water Agency.

Section 4.03 Board Meetings

The Board shall meet at the Authority's principal office or at such other place as it may designate. The Board shall establish the time and place of its regular meetings by resolution furnished to each Member Agency. Regular, adjourned, special, and emergency meetings shall be called and held as specified in the Ralph M. Brown Act, Government Code section 54950 et seq.

Section 4.04 Quorum and Votes

A simple majority of Directors then in office shall constitute a quorum for the transaction of business. Except as applicable law otherwise requires, the vote of a majority of a quorum is sufficient to carry an action; provided (1) that all approved actions of the Board of Directors shall be supported by 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; and (2) that any direct financial or legal obligation of a Member Agency to the Authority shall require approval of the Director appointed by that Member Agency. Directors may not cast proxy or absentee votes. Each Director shall have an equal vote.

Section 4.05 Minutes

The Secretary shall keep minutes of Board meetings, and provide them to each Director, Alternate, and Member Agency or, alternatively, maintain them on the Authority's website.

Section 4.06 Rules, Bylaws, and Regulations

The Authority may adopt and amend from time to time such rules, bylaws, and regulations for the conduct of its affairs as may be necessary or advisable and as are consistent with this Agreement and applicable law.

Section 4.07 Vote or Assent of Parties

Any agreement, vote, assent, or approval of a Member Agency required by this Agreement or applicable law shall be filed with the Secretary and be evidenced by a resolution or approved meeting minutes of the governing board of the Member Agency.

Section 4.08 Officers

Unless the Board determines otherwise by resolution, the Authority's officers designated in this section shall hold office for one year commencing with the first Board meeting of each calendar year provided, however, that the first Chairperson, Vice Chairperson, and Secretary appointed shall hold office from the date of their appointment to the second January 1st thereafter to avoid initial terms of less than a year. The Board shall also have the power to appoint such additional officers as it deems necessary and appropriate. The Treasurer and Auditor hereby designated may be changed by a vote of the Board members then in office, but shall not be Directors.

- a. CHAIRPERSON AND VICE-CHAIRPERSON. The Board shall select from among its members a Chairperson and a Vice-Chairperson who shall cease to serve in that role upon ending service on the Board or upon the expiration of their terms as Chairperson and vice-Chairperson.
- b. SECRETARY. The Board shall appoint a Secretary who may also be a Director but need not be; the Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. The Secretary shall have charge of, handle, and have access to all other records of the Authority.
- c. TREASURER. The Sonoma County Treasurer shall be the Treasurer of the Authority and shall be the depositary and shall have custody of all money of the Authority, from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the JPA Law. The Treasurer shall be responsible for providing quarterly reports and verifying the balance of such reports as maintained by the records of the Auditor.
- d. AUDITOR. The Sonoma County Auditor-Controller shall be the Auditor of the Authority and shall have the duties and obligations of the Auditor as set forth in sections 6505 and 6505.6 of the JPA Law, including the audit obligation stated in section 7.02 of this Agreement.

Section 4.09 General Counsel

The Board may appoint an attorney licensed to practice in California who shall serve at the pleasure of the Board. Until such appointment, the General Counsel role for the Authority shall initially be filled by both an attorney for Mendocino County Inland Water and Power Commission and by an attorney for County of Sonoma/Sonoma County Water Agency. The two attorneys shall act as co-counsels for the Authority until such time as the Board appoints a replacement counsel. The two co-counsels may be paid by the Authority or may be paid by the Member Agencies who have retained them. The Parties acknowledge that joint representation of the Authority and the Member Agencies can constitute a conflict of interest and may raise issues associated with the duty of loyalty, client communication, and duty of confidentiality. It is the expectation of the Parties that the Authority will be staffed by staff persons working for the Member Agencies. In addition, the Board of Directors of the Authority will be made up, significantly, by directors of the Member Agencies. In addition, the Parties and the Authority are sophisticated in their provisioning of legal services. For these reasons, the Parties and the Authority are in good positions to evaluate this conflict of interest and by the approval of this Agreement the governing boards of the Member Agencies agree to waive such potential conflicts of interest and the Board of the Directors of the Authority is deemed to have also waived such conflict of interest. In the event of actual litigation between the Authority and any of its Member Agencies or as between the Member Agencies, each Member Agency shall be

permitted to continue to retain its own counsel, but the Authority will be required to retain independent counsel. General Counsel shall work cooperatively with the Executive Director, but shall report to the Board.

Section 4.10 Executive Director

The Executive Director shall be appointed by, and serve at the pleasure of, the Board. The Executive Director may be an employee of the Authority, a consultant, or an employee of one of the Member Agencies who shall be assigned to also perform the functions of Executive Director of the Authority. The Executive Director shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in their charge pursuant to this Agreement, or of any Board ordinance, resolution, or order. In addition to other powers and duties herein provided and unless modified by an action of the Board, the Executive Director is authorized:

- a. Under policy direction of the Board, to plan, organize, and direct all activities of the Authority;
- b. To appoint and to remove all Authority employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement including, but not limited to section 3.04 above;
- c. To authorize expenditures authorized by an approved Budget;
- d. To make recommendations to, and requests of, the Board concerning all of the matters and things which are to be performed, done, or carried out by the Authority;
- e. To exercise all powers of the Authority delegated to the Executive Director; and
- f. To call meetings of the Board.

Section 4.11 Privileges and Immunities

As provided in Government Code section 6513, all the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, directors, agents, or employees of a public agency when performing their respective functions shall apply to the officers, directors, agents, and/or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, directors, agents, or employees under this Agreement. None of the officers, directors, agents or employees of the Authority shall be deemed, solely by reason of their employment by the Authority, to be employed by any Member Agency or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member Agency.

Section 4.12 Bonding

Any person who has charge of any funds or securities of the Authority shall be bonded in amounts fixed by Board resolution.

Section 4.12 Conflicts of Interest

Directors are “public officials” within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

Article V. PLANNING, DESIGN, CONSTRUCTION, AND OPERATION

Section 5.01 Planning

The Authority shall undertake and/or participate in such studies and planning as necessary to implement the Project. These efforts shall include negotiating with Pacific Gas and Electric to acquire facilities that are part of the Potter Valley Project.

Section 5.02 Design and Construction

The Authority shall develop, design, acquire, and construct Facilities and necessary funding to implement the Project. The Authority may construct, rehabilitate, or fund all or part of Facilities and projects independently or in cooperation with the United States, the State of California, or another public entity or entities.

Section 5.03 Operation and Maintenance

The Authority shall operate and maintain the Project in such a manner that is consistent with the direction of the Board.

Article VI. BUDGETS AND PAYMENTS

Section 6.01 Budget

Before the start of each subsequent fiscal year, the Board shall adopt a Budget for the ensuing Fiscal Year which it may amend from time to time. By resolution the Board may agree to such deadline as is needed to give the Member Agencies an opportunity to consider the adopted budget in coordination with the adoption of their budgets.

Section 6.02 Contributions for Operating Expenses

- a. Upon its formation, the Authority is not expected to have any assets. The Authority will nevertheless undertake planning and administrative work before adoption of an initial

Budget and securing funding. The Member Agencies agree to negotiate in good faith for the funding to support this work.

- b. The Authority shall allocate overhead costs associated with its operation. The Authority shall allow Member Agencies a reasonable opportunity to review and comment on any proposed allocation or reallocation of overhead.
- c. In accordance with Section 6512.1 of the JPA Law, the Board may direct repayment or return to the Parties of all or part of any contributions made by the Parties upon such terms as may be consistent with the JPA Law Act and other applicable law. The Authority shall hold title to all assets it acquires during the term of this Agreement, including but not limited to Infrastructure.

Article VII. ACCOUNTING AND AUDITS

Section 7.01 Accounts and Reports

The Authority shall maintain books and accounts consistently with standards adopted by the Controller of the State of California for special districts.

Section 7.02 Audit

The Auditor shall cause to be conducted an audit compliant with generally accepted audit standards of the records and the accounts of the Authority and file such audit reports with the State Controller and each Member Agency within six months of the end of each fiscal year or by such other deadline as is imposed by law or a grant or loan agreement.

Article VIII. ISSUES OF LIABILITY AND INDEMNIFICATION

Section 8.01 Liabilities as Between the Authority and its Member Agencies

The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone and not of the Member Agencies as provided in Government Code section 6508.1. Any financial dealings between the Authority and one or more Member Agencies shall be by written contract.

Section 8.02 Liability of Directors

Except as otherwise provided in this Agreement, the funds of the Authority may be used to defend, indemnify, and hold harmless the Authority and any officer, director, agent, or employee for their actions taken within the course and scope of their work for the Authority. The Authority may self-insure, participate in pooled self-insurance, or purchase insurance to provide this specific coverage.

Section 8.03 Debts, Liabilities, and Obligations of the Authority

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of any Party or any other Public Agency.

Section 8.04 Non-Liability for Obligations, Activities, or Operation of the Authority

No Member Agency, officer, director, agent, consultant, or employee of the Authority shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Authority; but nothing herein contained shall relieve any such party from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Authority.

Section 8.05 Indemnification of Parties

The Authority shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Authority or (b) such Member Agency's status as party to this Agreement.

Section 8.06 Insurance

As part of its normal operations, or as a requirement of a purchase and sale agreement entered into, or to be entered into, with Pacific Gas and Electric Company, or as a result of separate agreements with third parties involved in Project implementation, the Authority shall purchase all appropriate general liability insurance and any other needed insurance, and may also receive or secure indemnities or other mechanisms for risk management.

Article IX. RESCISSION, TERMINATION, AND WITHDRAWAL

Section 9.01 Project Commitments

This Agreement may not be rescinded or terminated, the Authority dissolved, and no Member Agency may withdraw from the Authority while the Authority has outstanding legally enforceable commitments unless another public agency has provided such reasonable written assurances to perform those commitments as the State, the Federal government, or other contracting parties as to those commitments may request.

Section 9.02 Rescission or Termination

A Member Agency may withdraw from this Agreement pursuant to section 9.04. The Authority shall wind up its affairs and dissolve upon withdrawal by the second-to-last Member Agency to do so. The Authority may wind up its affairs and dissolve and the Authority terminated by unanimous written consent of the Member Agencies. Any such dissolution shall be consistent

with this section 9. This Agreement shall terminate with dissolution of the Authority except as respects insurance and indemnities which the Board may identify to survive that dissolution.

Section 9.03 Disposition of Assets

Upon termination of this Agreement, the Authority's remaining assets shall be returned to the Member Agencies then participating in the Authority in proportion to their contributions to the Authority's funding or as the Authority Board may otherwise unanimously determine. The Board shall first offer any Facilities and other illiquid assets of the Authority to the Member Agencies for good and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for good and adequate consideration. The net proceeds from any sale or the illiquid assets if no sale occurs shall be distributed as provided in the first sentence of this section.

Section 9.04 Withdrawal

- a. Except as provided in paragraph b, no Member Agency may withdraw from the Authority without the unanimous consent of the other Member Agencies after:
 1. the withdrawing Member Agency provides written notice to the other Member Agencies of intent to withdraw, and
 2. the withdrawing Member Agency honors any unmet obligations under this Agreement.

Any withdrawal shall be effective on the last day of the fiscal year in which the withdrawal is agreed unless all Member Agencies agree otherwise in writing.

- b. A Member Agency may withdraw from the Authority without the unanimous consent of the other Members Agencies 120 days after the withdrawing Member Agency provides written notice to the other Member Agencies that at least one of the following events has occurred: (1) the Authority was not awarded a license by FERC; (2) the Authority rejected the license offered by FERC; or (3) the Authority failed to consummate a purchase and sale agreement with PG&E for the portions of the Potter Valley Project needed to implement the purpose of the Authority.
- c. If a withdrawing Member Agency has any rights in any Facilities or responsibility for obligations of the Authority, except by a written agreement of all Member Agencies, the withdrawing Member Agency may not sell, lease or transfer those rights or be relieved of those obligations, except an obligation to pay its share of operation and maintenance costs of Facilities.
- d. The Authority shall not refund or repay a withdrawing Member Agency's initial commitment of funds to the Authority absent unanimous agreement of the initial Member

Agencies. The Authority may refund or repay any subsequent contribution in accordance with any written terms and conditions upon which the contribution was made.

Article X. GENERAL PROVISIONS

Section 10.01 Term

The Authority shall continue until this Agreement is rescinded or terminated as herein provided and as provided in this section 10 of this Agreement.

Section 10.02 Admission of New Parties

Additional public entities may become Member Agencies upon such terms and conditions as the Board may provide with the unanimous consent of all Member Agencies, evidenced by a written addendum to this Agreement signed by all of Member Agencies, including the new Member Agency.

Section 10.03 Amendment

This Agreement may be amended only by the unanimous agreement of the Member Agencies.

Section 10.04 Assignment; Binding on Successors

Except as otherwise provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the written consent of all other Member Agencies. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void and confer no rights on any third party. Any approved assignment or delegation shall be consistent with the terms of any then extant commitments or other obligations of the Authority.

Section 10.05 Notice of Agreement or Amendment

- a. Within 30 days of the effective date of this Agreement or any amendment to it and pursuant to the JPA Law, the Authority shall give notice to the Secretary of State. The Authority shall give any other notice required by applicable law upon the approval, termination or any amendment of this Agreement.
- b. Within 10 days after the effective date of this Agreement, the Authority shall cause a statement of the information, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State and with the Sonoma County Clerk.

Section 10.06 Notice

Any notice or instrument required to be given or delivered by depositing the same in any United States mail, registered or certified, postage prepaid, addressed to the Member Agency or the

Authority, shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Authority or a Member Agency specifies in writing.

Section 10.07 Severability

Should a court of competent jurisdiction decide any part, term or provision of this Agreement conflicts with law or is otherwise unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected and, to that end, the Member Agencies declare the parts, terms, and provisions of this Agreement to be severable.

Section 10.08 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Member Agencies.

Section 10.09 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes. Signatures may be given by emailed pdf or other equivalent means with the same force as original wet signatures.

Section 10.10 Integration

This Agreement represents the full and entire Agreement among the Member Agencies with respect to the matters covered herein.

Section 10.11 Execution; Warrantee

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant for the benefit of the Member Agencies for which they do not sign that they have actual authority to bind their respective principals to this Agreement.

IN WITNESS WHEREOF, the Member Agencies have caused this Agreement to be executed as of the day and year first above-written.

[SIGNATURE BLOCKS ON NEXT PAGE]

COUNTY OF SONOMA

Chair

Date

Approved as to form:

Counsel

MENDOCINO COUNTY INLAND WATER AND POWER COMMISSION

Chair

Date

Approved as to form:

Counsel

SONOMA COUNTY WATER AGENCY

Chair

Date

Approved as to form:

Counsel