

# **CSRMA**

## **JOINT EXERCISE OF POWERS AGREEMENT**

**AMENDED AS OF January 16, 2014**

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE CALIFORNIA SANITATION  
RISK MANAGEMENT AUTHORITY**

THIS RESTATED AGREEMENT is made and entered by and between the local government entities who are presently parties to that certain "Joint Exercise of Powers Agreement For The California Sanitation Risk Management Authority," or who subsequently become signatories to this instrument (the "Agreement").

Recitals

- A. On April 2, 1986, the California Sanitation Risk Management Authority was formed by a group of California local public entities who executed a certain "Joint Exercise of Powers Agreement For the California Sanitation Risk Management Authority" (the "JEPA"). The JEPA has been amended on three occasions since then. Other local public entities have subsequently become signatories to the JEPA and members of California Sanitation Risk Management Authority ("CSRMA"), and at the present time there are sixty members of CSRMA who are parties to the JEPA.
- B. In the interval since CSRMA was founded, CSRMA has developed and is presently operating risk management and loss prevention programs related to public liability, environmental impairment, auto liability, public officials errors and omissions, property losses and workers' compensation risks in which CSRMA's local government entity members may and do participate.
- C. With the increase in membership in CSRMA and the development and operation of multiple programs, the conduct of CSRMA's business has become significantly more complex, resulting in the need for a restructuring of certain elements of the CSRMA organization.
- D. In order to implement the required restructuring, make other needed amendments to the provisions of the JEPA and incorporate all changes in a single instrument, the parties desire to restate the JEPA in the form of this Agreement.
- E. In order to make the agreement easier to read and understand, all previous endorsements and adjustments have been incorporated into a single instrument.

Terms and Conditions

In consideration of the foregoing Recitals and the mutual promises of the parties as set forth in the following Terms and Conditions, it is mutually agreed by all of the parties to this Agreement as follows:

**SECTION 1: Definitions**

The following definitions shall apply to the provisions of this Agreement:

- (a) "Agreement" shall mean this restated Joint Exercise of Powers Agreement.
- (b) "Authority" shall mean the California Sanitation Risk Management Authority (sometimes also referred to in this Agreement as the "CSRMA") created by and existing under this Agreement.
- (c) "Board of Directors" shall mean the principal governing body of the Authority.
- (d) "Bylaws" shall mean the adopted Bylaws of the Authority as amended and/or restated in their latest approved form.
- (e) "Executive Board" shall mean the Executive Board of the Authority's Board of Directors.
- (f) "Insurance" shall mean any program of the Authority providing coverage against losses to Member Agencies who are participants in the program whether the coverage is based upon purchased insurance, self-insurance, pooled funding or any other similar mechanism, instrument or facility.
- (g) "Member Agency" shall mean an entity of local government, which is a party to this Agreement.
- (h) "Program Director" shall mean the individual or firm retained by the Board of Directors to administer the Authority.

**SECTION 2: Legal Authority For Agreement**

- (a) This Agreement is entered into pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500) which authorizes two or more local public entities, such as the Member Agencies who are parties to this Agreement, to exercise any power which is common to each of them.
- (b) This Agreement is also based upon applicable provisions of law which empower local public entities, such as the Member Agencies who are parties to this Agreement, to engage in risk management and loss prevention activities. Those provisions of law include Chapter 3, Part 6, Division 3.6, Title 1 of the California Government Code (beginning with Section 989) having to do with insurance and self-insurance coverage for local public entities.

**SECTION 3: Purposes**

The purposes of this Agreement are to:

- (a) Provide for the continuation and effective governance of the Authority.
- (b) Continue effective operation of cooperative programs of risk management and loss prevention so as to reduce or eliminate losses and loss exposures, decrease the expenses of claims and claims administration and improve procedures to manage risks commonly experienced by the parties to this Agreement.

- (c) Continue effective operation of existing Insurance programs in the areas of public liability, environmental impairment, auto liability, public officials errors and omissions, workers compensation and property losses.
- (d) Implement new Insurance and other programs related to the foregoing purposes which the Authority deems necessary, advisable and beneficial to the parties to this Agreement.
- (e) Pool the self-insurance claims of two or more local public entities as referred to in California Government Code 6512.2.

**SECTION 4: Parties to the Agreement**

- (a) Only local public entities of California government which are empowered by law and actually engaged in activities pertaining to the disposal of wastewaters and water borne sanitary wastes may be considered for membership in the Authority.
- (b) The parties to this Agreement are all local public entities which are, as of the effective date of this Agreement, Member Agencies of the Authority or which are subsequently admitted as Member Agencies in accordance with Section 21 of this Agreement.

**SECTION 5: Term of Agreement**

Subject to the power to terminate any Member Agency's membership in the Authority, as provided for in this Agreement, this Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Member Agencies agree that the Agreement, and the Authority, be continued.

**SECTION 6: Existence of Authority As Separate Public Entity With Sole Responsibility For Its Obligations**

Pursuant to California Government Code Sections 6500 et seq., a public entity of the State of California known as the California Sanitation Risk Management Authority has been created and does now exist. The Authority exists separately and apart from the Member Agencies. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the Authority shall be solely its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Executive Board, Program Director or of any Member Agency.

**SECTION 7: Powers of Authority**

- (a) The Authority shall have all of the powers common to the parties to this Agreement and all additional powers afforded under California law to public entities such as Authority, formed for the purpose of jointly exercising powers common to their members. The Authority is also authorized by this Agreement to do all acts necessary for the exercise of its powers. The Authority's powers include, but are not limited to, the following:
  - i. To make and enter into contracts.

- ii. To incur debts, liabilities, and obligations.
- iii. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- iv. To sue and be sued in its own name, and to settle any claim against it.
- v. To receive and use contributions and advances from member Districts as provided in California Government Code Section 6505, including contributions or advances of personnel, equipment or property.
- vi. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- vii. To carry out all provisions of this Agreement.

(b) Pursuant to California Government Code Section 6509 the Authority's powers shall be exercised in the manner and according to Procedures provided in the laws applicable to a California county sanitation district, as set forth in the County Sanitation District Act (California Health and Safety Code Sections 4700 et seq.).

**SECTION 8: Board of Directors**

The Authority shall be governed by a Board of Directors which shall be composed of representatives of those Member Agencies who have exercised their right to participate on the Board of Directors. Each Member Agency shall be entitled at any given time to appoint one member and one or more alternate member(s) of the Board of Directors, each of whom shall be an officer, director or employee of the appointing Member Agency. Appointments shall be made as specified in the Bylaws. At any meeting of the Board of Directors, each duly appointed member, or in the member's absence, one of the alternate members as determined by the Member Agency, shall have one vote on behalf of his or her Member Agency.

**SECTION 9: Powers of the Board of Directors**

- (a) The Member Agencies, acting through the Board of Directors, shall retain overall responsibility for governance of the Authority, including the right to exercise all powers of the Authority not delegated to other persons or bodies of the Authority.
- (b) The Board of Directors shall have the following express powers, duties and responsibilities:
  - i. Election of certain Authority officers and the members of its Executive Board, except that vacancies occurring in those offices during their term shall be filled pursuant to Section 11(f) and 12(d)

- ii. Approval of the annual budget of the Authority.
- iii. Approval of amendments to this Agreement and the Bylaws.
- iv. Approval of new Insurance programs of the Authority.
- v. The exercise of powers of the Authority, including promulgation of policies, procedures and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws or otherwise.

**SECTION 10: Meetings of the Board of Directors**

- (a) The Bylaws of the Authority shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- (b) Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- (c) The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including one alternate in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws or other applicable provisions of law.

**SECTION 11: Officers of the Authority**

- (a) The officers of the Authority shall be a President, Vice- President, Secretary and Treasurer-Auditor whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.
- (b) The President and Vice President shall be elected by the Board of Directors and shall serve two-year terms. Neither officer shall serve for more than two complete consecutive terms in his or her respective office. The terms of each office will ordinarily commence immediately following the first Board of Directors meeting of each odd-numbered calendar year except that if an election has not been conducted by that date, the terms shall commence as soon as the election has been held.
- (c) Unless the Board of Directors determines otherwise, the Secretary shall be an individual who is the senior representative of the Program Director. The Secretary shall serve at the pleasure of the Executive Board. If the senior representative of the Program Director is unable to serve for any reason, including his or her removal from office by the Executive Board, the Executive Board shall appoint a replacement who may be another senior member of the Program Director, a senior staff member of the Authority, a member of the

Executive Board, a member of the Board of Directors or an officer, director or employee of a Member Agency.

- (d) Unless the Board of Directors determines otherwise, the Treasurer-Auditor shall be appointed by the Executive Board and shall serve at the Executive Board's pleasure. The Treasurer-Auditor shall be an officer, director or employee of a Member Agency.
- (e) The Authority may have such other officers as provided in the Bylaws.
- (f) If a vacancy occurs mid-term in the office of the President, the Vice President shall automatically succeed to the office of President to serve out the balance of the term of his/her predecessor. If a vacancy occurs mid-term in the office of Vice President, a successor shall be appointed by the Executive Board to serve out the balance of the term.

**SECTION 12: Executive Board**

- (a) The day-to-day business of the Authority will be conducted, directed and supervised by an Executive Board consisting of eight members of the Board of Directors, seven of whom shall be regular members and one of whom shall be an alternate member. The alternate shall attend and participate in all meetings of the Executive Board but shall not be entitled to vote except in the absence of a regular member.
- (b) The Executive Board shall have the powers, duties and obligations granted to it by this Agreement, the Bylaws and as delegated by the Board of Directors.
- (c) The President and Vice President of the Authority shall serve as members of the Executive Board. The other five members and the alternate shall be elected by the Board of Directors and shall serve terms of office as provided in the Bylaws.
- (d) If a vacancy occurs mid-term in the office of a regular member of the Executive Board, the Alternate member, if there is one, shall automatically succeed to the vacant office for the balance of the term of his/her predecessor. If there is no Alternate member, or if the vacancy occurs mid-term in the office of the Alternate member, the Executive Board shall fill the vacant office by appointment and the appointee shall serve out the balance of his/her predecessor's term.

**SECTION 13: Committees**

The Authority shall have standing and other committees as may be provided for in the Bylaws or which are created by the Board of Directors, the Executive Board or the President. Committees of the Authority shall have powers, duties and responsibilities as provided in the Bylaws or as delegated and directed by the appointing person.

**SECTION 14: Program Director and Other Staff**

- (a) The Board of Directors shall appoint a Program Director who shall be responsible for the general administration of the business and activities of the Authority as directed by the Executive Board.
- (b) The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.
- (c) Subject to the direction of the Board of Directors, the Executive Board shall provide for the appointment of such other staff of the Authority as may be necessary for the administration of the Authority.
- (d) As determined by the Executive Board, staff functions may be performed by employees of the Authority, by officers, directors and employees of Member Agencies and by agents, advisors and consultants retained under contract by Authority.
- (e) The Program Director and other staff of the Authority shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the Authority and any contractual arrangements which may exist between the Authority and the respective person.
- (f) Subject to any applicable contractual arrangements which may take precedence, the Program Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the will and pleasure of the Executive Board.

**SECTION 15: Insurance Coverage**

The Authority shall maintain insurance coverage on its activities as determined by the Executive Board to be necessary and adequate.

**SECTION 16: Accounts and Records**

- (a) Annual Budget. The Authority shall adopt an annual budget, which shall include a separate budget for each coverage program under development or adopted and implemented by the Authority. The Executive Board shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the Authority shall continue to operate using the budget figures from the previous fiscal year.
- (b) Funds and Accounts. As directed by the Executive Board, the Treasurer-Auditor of the Authority shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Treasurer-Auditor shall be open to inspection at all reasonable times by authorized representatives of Member Agencies. A quarterly unaudited financial statement will be produced and



distributed to all Member Agencies. The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) Treasurer-Auditor's Report. The Treasurer-Auditor, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member District.
- (d) Annual Audit. Pursuant to Government Code Section 6505, the Authority shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the County Auditor of each Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

**SECTION 17: Responsibilities for Funds and Property**

- (a) The Treasurer-Auditor shall have custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Board to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.5, the Treasurer-Auditor shall:
  - i. Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Treasurer-Auditor to the credit of the Authority.
  - ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority funds so held by him or her.
  - iii. Pay any sums due from the Authority, as approved for payment by the Executive Board or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Treasurer-Auditor. All warrants of the Authority shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize imprest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument.
  - iv. Verify and report in writing to the Authority and to Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.
- (c) Pursuant to Government Code Section 6505.1, the Program Director, the Treasurer-Auditor and such other persons as the Board of Directors may designate shall have charge of, handle and have access to the property of the Authority.

- (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering the Treasurer-Auditor and all other officers and staff of the Authority who are authorized to hold or disburse funds of the Authority, and all other officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

**SECTION 18: Responsibilities of the Authority**

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Assist each Member Agency's designated risk manager with the risk management function;
- (b) Provide loss prevention and safety services to the Member Agencies;
- (c) Provide claims adjusting and claims management services as required;
- (d) Provide statistical reports to the Member Agencies;
- (e) Recommend standard contract clauses relating to indemnity, hold harmless, insurance and other similar matters affecting Member Agencies; and
- (f) Provide other services consistent with purposes of the Authority as may be deemed necessary, advisable and beneficial to the Member Agencies.

**SECTION 19: Responsibilities of the Member Agencies**

- (a) Each Member Agency shall appoint one employee or other representative to be responsible for the Member Agency's risk management functions and to serve as liaison between Member Agency and the Authority as respects risk management.
- (b) Each Member Agency shall maintain an active safety program through a designated safety officer and/or safety committee.
- (c) Each Member Agency shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.
- (d) Each Member Agency shall provide the Authority with requested information and assistance in order to fulfill the programs under this Agreement.
- (e) Each Member Agency shall in all ways cooperate with and assist the Authority in all matters relating to this Agreement and comply with the Bylaws and the policies, procedures and rules promulgated by the Authority.
- (f) Each Member Agency shall cooperate fully with the Authority in determining the causes of losses and in the settlement of losses.

## **SECTION 20: Development, Implementation and Funding of Insurance Programs**

- (a) Program Coverage. The Authority may develop and implement programs of Insurance, which the Authority deems necessary, advisable and beneficial to Member Agencies. Subject to any Insurance program's applicable underwriting rules and other qualifying conditions, each Member Agency shall be eligible to apply for membership and participation in any program conducted by the Authority.
- (b) Program and Authority Funding. The Member Agencies developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs and shall be funded by the Member Agencies developing or participating in such programs in accordance with such allocations, as hereinafter provided.
- i. Development Charge. Development costs of an insurance program shall be funded by a development charge as fixed by the Executive Board. The development charge shall be paid by each Member Agency which wishes to join in development of the program, after receipt of information as estimated on the cost and scope of the program, and thereby reserve the option to participate in the program following its adoption by the Board of Directors. Development costs are those costs incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among Districts, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include an equitable share of Authority general expense incurred in the development function. Upon the conclusion of program development: any deficiency in development funds shall be billed to all Member Agencies which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Executive Board; and any surplus in such funds shall be transferred into the loss reserve fund for the program, or, if the program is not implemented, into the Authority's general fund.
- ii. Annual Premium. Except as provided in iii. below, all post-development costs of an insurance program shall be funded by annual premiums charged to the Member Agencies participating in the program each policy year, and by interest earnings on the fund so accumulated. Premiums shall be determined by the Executive Board upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of an actuary, risk management consultant or other qualified person. The premium for each participating Member Agency shall include that Member Agency's share of expected program losses, program reinsurance costs, and program administrative costs for the year plus that Member Agency's share of Authority general expense allocated to the program. Annual premiums shall be billed by the Authority at the beginning of each policy year and shall be payable within thirty (30) days of the billing date. At the end of each policy year, program costs shall be audited by the Authority. Any deficiency or surplus in the premium paid by a participating Member Agency, as shown by such audit, shall be adjusted by a corresponding increase or decrease in the premium charge to that Member Agency

for the next succeeding year, or held by the Authority to pay future expenses of the program unless the Member Agency withdraws or is canceled from the program.

- iii. Assessment. If the Authority experiences an unusually large number of losses under a program during a policy year, such that pooled funds for the program may be exhausted or depleted excessively before the next annual premiums are due, the Board of Directors may, upon consultation with an actuary, impose assessments on all participating Member Agencies, which, in total amount, will assure adequate funds to the Authority for the payment of all incurred losses.

#### **SECTION 21: New Members**

A local public entity that is not a Member Agency may become a party to this Agreement only upon approval of the Executive Board and by paying an appropriate entry fee or charge as established by the Executive Board. The Executive Board may condition its approval upon the proposed new member's ability to satisfy the underwriting criteria and other qualifying conditions which may then be in effect for any Insurance program in which the proposed new member District wishes to participate.

#### **SECTION 22: Withdrawal**

- (a) A Member Agency may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never become a participant in any Insurance program, or if it has withdrawn from all insurance programs in which it was a participant, pursuant to (b) below.
- (b) After becoming a participant in an Insurance program, a Member Agency may withdraw from that program only at the end of a policy year for the program, and, unless the Insurance program's policies, procedures and rules otherwise provide, only if the Member Agency has given the Authority at least six (6) months' advance written notice of such action.

#### **SECTION 23: Termination**

- (a) Notwithstanding the provisions of Section 22, the Board of Directors may:
  - i. Terminate any District from this Agreement and membership in the Authority, on a vote of two-thirds of the Board members present and voting. Such action shall have the effect of terminating the District's participation in all insurance programs of the Authority as of the date that membership is terminated.
  - ii. Terminate any District's participation in an insurance program of the Authority, without terminating the District's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting.
- (b) The Board shall give sixty (60) days' advance written notice of the effective date of any termination under the provisions of (a) above. Upon the effective date, the Member Agency shall be treated the same as if it had voluntarily withdrawn from this Agreement

or from the program, as the case may be. A termination procedure will be set forth in the Bylaws of the Authority.

- (c) A Member Agency which does not enter one or more of the Insurance programs of the Authority within 36 months after the Member Agency becomes a party to this Agreement shall be considered to have withdrawn as a party to this Agreement at the expiration of the 36-month period, and its membership in the Authority shall be automatically canceled as of that time without action of the Board of Directors.
- (d) A Member Agency which withdraws from all Insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to this Agreement at the end of that period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

**SECTION 24: Effect of Withdrawal or Termination**

The withdrawal or termination of any Member Agency from this Agreement shall not terminate the responsibility of the Member Agency to continue to contribute its share of assessments or other financial obligations incurred by reason of its prior participation, nor shall a Member Agency's withdrawal or termination require the Authority to repay or return to the Member Agency all or any part of any contributions, payments or advances made by the Member Agency except as provided in Section 24.1 below.

**SECTION 24.1: Disposition of Property and Funds**

- (a) Upon the dissolution of the Authority or other final termination of the Agreement, any properties of the Authority shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the Authority. These obligations shall include all claims for which the Authority may have financial responsibility including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Executive Board. Any surplus funds remaining after payment of or providing for the Authority's obligations shall be applied in accordance with Subsection (b) below.
- (b) Surplus money on hand in a self-insurance pool operated by the Authority shall be returned to present and former Member Agencies who participated in the pool in proportion to contributions made and claims or losses paid as specified in California Government Code Section 6512.2. Any other surplus money remaining on hand shall be returned in proportion to contributions made as specified in California Government Code Section 6512.

**SECTION 25: Provision for Bylaws**

The Authority shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the Authority. Each Member Agency will be provided with copies of all such materials.

**SECTION 26: Amendment of Agreement**

This Agreement may be amended at any time by a two-thirds vote of the entire Board of Directors, provided, however, that:

- (a) Any meeting at which an amendment is to be acted upon shall require thirty (30) days' prior notice of the proposal, with the specifics of the proposed amendment to be set forth in the notice; and
- (b) No amendment which increases the liability or financial obligation of a Member Agency shall be approved without:
  - i. That Member Agency's consent; or
  - ii. That Member Agency being given the specific option to withdraw from the Authority.

**SECTION 27: Agreement Complete**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.

**SECTION 28: Effective Date of Restated Agreement**

The effective date of this Agreement as restated shall be the date that the Board of Directors of the Authority duly and regularly adopts a resolution approving the form of this Agreement in the manner provided by Section 26 of the JEP A.

**SECTION 29: Superseding Effect**

This Agreement supersedes JEP A (referred to in Recital A above), and shall govern the rights and obligations of the parties as to all matters covered by this Agreement after its effective date.

**SECTION 30: Contract with Each Signatory**

Each party to this Agreement, whether by having been a signatory to JEP A (referred to in Recital A above) or by having become a signatory to this Agreement, shall be deemed and is, a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

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**Certificate of Secretary**

The undersigned Secretary of California Sanitation Risk Management Authority certifies that the foregoing Joint Exercise of Powers Agreement was adopted by Resolution No. TBD(BD) of the Board of Directors of California Sanitation Risk Management Authority at a meeting of the Board duly and regularly called and conducted on April 26, 2013.

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Secretary