

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
www.ncuaqmd.org



**Special Meeting of the
North Coast Unified Air Quality Management District
Governing Board of Directors**

Thursday, October 22, 2026 at 10:00 a.m.,
NCUAQMD District Office
707 L Street, Eureka, CA 95501

AGENDA

- | | | |
|----|---------------------------------------|--------------------|
| 1. | 10:00 a.m. Call to Order | Board Chair |
| 2. | Roll Call | Clerk |
| 3. | Changes or Deletions to Agenda | Board Chair |

CONSENT AGENDA

- | | | |
|-----|--|--------------------|
| 4. | Consider Approving the Consent Agenda, Items for action, 4.1 through 4.2: The Board may approve the Consent Agenda by single motion in whole or in part with or without further discussion.
<u>Action Requested:</u> Approve Consent Agenda Items 4.1 through 4.2. | Board Chair |
| 4.1 | By Consent, Approve Minutes of May 21, 2026 Board Meeting | |
| 4.2 | By Consent, Accept and File District Activity Report | |

REGULAR AGENDA

- | | | |
|-----|--|-------------|
| 5. | Public Comment Period (pursuant to Government Code section 54954.3(a)) | Board Chair |
| 6. | CalPERS Pension Contract Amendment
<u>Action Requested:</u> Adopt Resolution 2026-4 – Resolution of the Governing Board of the North Coast Unified Air Quality Management District Authorizing the Chair of the Board to Execute a Resolution of Intention to Approve An Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the Governing Board of the North Coast Unified Air Quality Management District | APCO |
| 7. | SDRMA Amended Health Benefits MOU
<u>Action Requested:</u> Approve Amended SDRMA Health Benefits MOU and Adopt Resolution 2026-5 - Resolution Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program | APCO |
| 8. | APCO Report | APCO |
| 9. | Board Member Reports | Board Chair |
| 10. | Adjournment | Board Chair |

The meeting rooms are ADA accessible. Accommodations and access to NCUAQMD meetings for people with special needs must be requested of the Clerk in advance of the meeting.

Agenda Item: 1

Call to Order

Agenda Item: 2

Roll Call

Agenda Item: 3

Changes & Deletions to the Agenda

Agenda Item: 4

Consent Agenda

Agenda Item: 4.1

**North Coast Unified
Air Quality Management District**

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**Minutes of the Regular Meeting of the North Coast
Unified Air Quality Management District Governing
Board of Directors Meeting of
May 21, 2026**

The meeting was called to order by Board Clerk Erin Squire at 10:02 a.m. at the NCUAQMD District Office: 707 L Street, Eureka, CA.

The meeting location was made available to the public.

MEMBERS PRESENT:

Rex Bohn
Heidi Carpenter-Harris
Steve Madrone

Humboldt County Supervisor
Trinity County Supervisor
Humboldt County Supervisor (Alternate)

MEMBERS ABSENT:

Chris Howard
Alexandra Stillman
Mike Wilson

Del Norte County Supervisor
City of Arcata Councilmember
Humboldt County Supervisor

STAFF PRESENT:

Brian Wilson
Jason Davis
Penny Costa
Erin Squire

APCO
Deputy APCO
Financial & Admin Services Division Manager
Clerk of the Board

OTHERS PRESENT:

Nancy Diamond

District Counsel

Agenda Item 1: Call to Order

Election of Nominations for a Chair Pro Tem

Supervisor Howard (Chair) and Councilmember Stillman (Vice-Chair) were absent.

Supervisor Carpenter-Harris volunteered to act as Chair Pro Tem.

A motion offered by Supervisor Bohn duly seconded by Supervisor Madrone, to Elect Supervisor Carpenter-Harris as Chair Pro Tem for the May 21, 2026 NCUAQMD Governing Board Meeting is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 21st day of May 2026, by the following votes:

UNANMIOUS PASS by the following vote:

Ayes: Supervisor Bohn, Supervisor Carpenter-Harris, and Supervisor Madrone (3)
Nays: None (0)
Abstain: None (0)
Absent: Supervisor Howard, Supervisor Wilson, and Councilmember Stillman (3)

There was no public comment.

Agenda Item 2: Roll Call

Agenda Item 3: Changes or Deletions to the Agenda

Agenda Item 8: Update on District Pension and Other Post Employment Benefits (OPEB) Liabilities, was pulled from the Agenda and will be brought back at a later date

Agenda Item 4: Consider Approving the Consent Agenda

4.1: Approve Minutes of the April 9, 2026 Board Meeting

4.2: By Consent, Accept and File District Activity Report

4.3: By Consent, Approve Addendum #5 to APCO Employment Contract

A motion offered by Supervisor Bohn duly seconded by Supervisor Madrone, to Adopt Consent Agenda Items 4.1-4.3, is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 21st day of May 2026, by the following votes:

UNANMIOUS PASS by the following vote:

Ayes: Supervisor Bohn, Supervisor Carpenter-Harris, and Supervisor Madrone (3)
Nays: None (0)
Abstain: None (0)
Absent: Supervisor Howard, Supervisor Wilson, and Councilmember Stillman (3)

There was no public comment.

Agenda Item 5: Public Comment Period

There was no public comment.

Agenda Item 6: Calendar of Meetings for 2026

A motion offered by Supervisor Bohn duly seconded by Supervisor Madrone, to Cancel the July 16, 2026 Meeting is hereby APPROVED by the North Coast Unified Air Quality

Management District Board of Directors on this 9th day of April 2026, by the following votes:

UNANMIOUS PASS by the following vote:

Ayes: Supervisor Bohn, Supervisor Carpenter-Harris, and Supervisor Madrone (3)
Nays: None (0)
Abstain: None (0)
Absent: Supervisor Howard, Supervisor Wilson, and Councilmember Stillman (3)

There was no public comment.

Agenda Item 7: FPPC Conflict of Interest Code

A motion offered by Supervisor Bohn duly seconded by Supervisor Madrone, to Approve Filing of “No Change” for District Conflict of Interest Code, is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 21st day of May, by the following votes:

UNANMIOUS PASS by the following vote:

Ayes: Supervisor Bohn, Supervisor Carpenter-Harris, and Supervisor Madrone (3)
Nays: None (0)
Abstain: None (0)
Absent: Supervisor Howard, Supervisor Wilson, and Councilmember Stillman (3)

There was no public comment.

Agenda Item 9: Public Hearing: Proposed FY 2026-27 District

Supervisor Carpenter-Harris closed the Continued Public Hearing at 10:08 a.m.

A motion offered by Supervisor Bohn duly seconded by Supervisor Madrone to Close Public Hearing and Adopt the Proposed FY 2026-27 District Budget by Roll-Call Vote, is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 21st day of May 2026, by the following votes:

UNANIMOUS PASS by the following Roll Call vote:

Supervisor Bohn	Aye
Supervisor Carpenter-Harris	Aye
Supervisor Howard	Absent
Supervisor Madrone	Aye
Councilmember Stillman	Absent
Supervisor Wilson	Absent

There was no public comment.

Agenda Item 10: APCO Report

The APCO reported out on the following:

- EPA Denies Petition by EPIC & Humboldt Coalition for Clean Energy to Humboldt Sawmill Company's Title V Permit Operating Permit
- Update on Implementation of State Woodsmoke Reduction Grant
- Personnel Changes - Winslow Condon, Deputy APCO
- Legislative Update
 - AB 1699 (Rogers D) – Good Fire Act
 - AB 1612 (Alanis R) – Incineration of controlled substances

There was no public comment.

Agenda Item 11: Board Member Reports

Supervisor Madrone requested the District reconsider burn hours for the Standard Burn Permit. Discussion ensued with the APCO. He also noted the District's participation in the early stages of the Humboldt Bay Trail.

Agenda Item 12: Adjournment

The Governing Board Meeting was adjourned at 10:37 a.m.

Clerk of the Board Certification:

I hereby certify the foregoing to be a full, true, and correct original record of the above-entitled meeting of the North Coast Unified Air Quality Management District Board of Directors held at the above date and time.


ERIN SQUIRE
Clerk of the Board

10/19/26
Date

The meeting rooms are ADA accessible. Accommodations and access to NCUAQMD meetings for people with special needs must be requested of the Clerk in advance of the meeting.

Agenda Item: 4.2

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
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TO: North Coast Unified Air Quality Management District Board

FROM: Winslow Condon, Deputy APCO

SUBJECT: District Activity & Air Quality Monitoring Report

DATE: October 22, 2026

ACTION REQUESTED: By Consent, Accept and File District Activity Reports

SUMMARY:

Attached is a summary of the major District activities logged during the reporting period and the air quality monitoring report for the most recent period.

2026 Activity Report

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD Totals	2025 Totals
Complaint Responses - General	3	4	3	5	5	7	4	5					36	51
Complaint Responses - Open Burning	12	18	17	13	19	22	7	19					127	139
Permissive Burn Days	21	28	31	30	31	30	27	15					213	321
Non-Permissive Burn Days ("No Burn Day")	10	0	0	0	0	0	4	16					30	44
Permissive Burn Days (%)	68%	100%	100%	100%	100%	100%	87%	48%					88%	88%
Standard (Residential) Burn Permits Issued	627	262	361	280	183	68	16	6					1,803	3,205
Non-Standard Burn Permits Issued	571	302	289	204	97	62	6	5					1,536	2,678
"No Burn Day" Permits Issued	0	0	0	0	0	0	0	0					0	0
Smoke Management Plans (SMP) Reviewed	16	17	3	3	1	4	3	1					48	98
SMP Burn Authorizations Issued	211	191	137	142	20	33	10	6					750	1,581
Acres Authorized	1,764	1,878	732	902	133	857	57	402					6,725	22,405
Stationary Source Permits Issued (new)	2	4	3	5	8	3	5	6					36	108
Stationary Source Permits Issued (amended)	0	0	0	0	0	0	0	0					0	0
Stationary Source Permit Apps. Received	4	2	3	1	7	5	5	8					35	57
Stationary Source De minimus Determination	0	0	0	1	1	1	0	1					4	4
Inspections - Major Sources	1	3	8	1	1	8	1	9					32	59
Inspections - Minor Sources	43	27	44	41	16	45	47	15					278	373
Inspections - Mobile Sources	1	0	0	0	2	0	1	0					4	11
Inspections - Asbestos	2	1	2	5	5	1	9	11					36	33
Asbestos Notifications Processed	8	5	7	5	7	18	24	16					90	81
Notice(s) of Violation (NOVs) Issued	6	5	1	9	3	1	4	1					30	53
Environmental Documents Reviewed	2	2	5	10	4	6	6	8					43	61
Grants Paid: Woodstove	0	0	0	0	0	0	4	4					8	0
Grants Paid: Moyer	0	0	0	0	1	0	1	1					3	6
Grants Paid: FARMER	0	0	0	0	0	0	0	0					0	1
Grants Paid: Rural School Bus	0	0	1	2	0	0	1	0					4	12
Public Records Requests Received	11	6	5	8	12	13	5	3					63	54

NCUAQMD Air Quality Monitoring Report

September 2026

The following information summarizes ambient air quality data with respect to applicable State and Federal Ambient Air Quality Standards (AAQS) for the period of March-June 2026.

Air Monitoring Data Summary

PM₁₀ AAQS:

- 1) State PM₁₀ 24-hour AAQS -
 - No exceedances were recorded during this period.
- 2) Federal PM₁₀ 24-hour AAQS -
 - No exceedances were recorded during this period.

PM_{2.5} AAQS:

- 1) State and Federal PM_{2.5} 24-hour AAQS -
 - No exceedances were recorded during this period.

Ozone AAQS:

- 1) State 1-hour O₃ AAQS -
 - No exceedances were recorded during this period.
- 2) State and Federal O₃ 8-hour AAQS -
 - No exceedances were recorded during this period.

Particulate Matter (PM) Levels in Relation to State Ambient Air Quality Standards (AAQS):

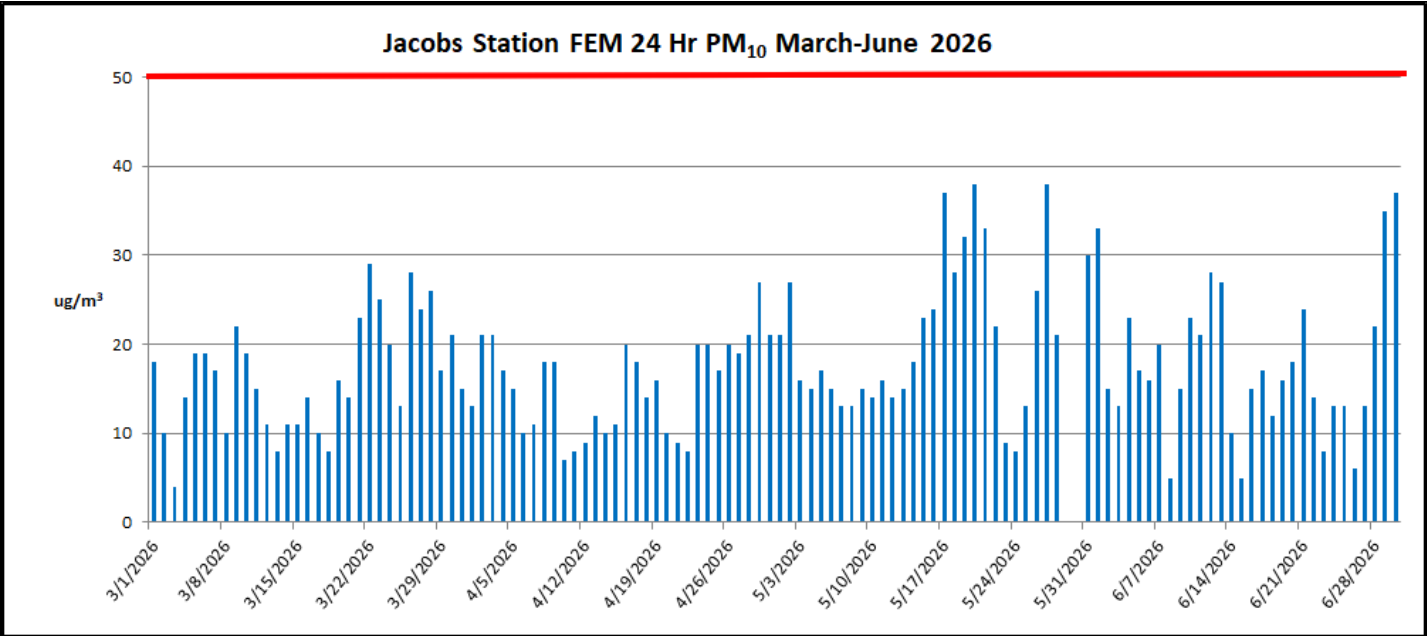
(Excluding data which is undergoing Exceptional Event Exclusion Determination)

Time Period	Air Monitoring Station		
	Jacobs	Crescent City	Weaverville
PM₁₀ 24-hour Average Max (March-June 2026)	76%	N/A	N/A
PM₁₀ Rolling Arithmetic Mean (July 2025 -June 2026)	85%	N/A	N/A
PM_{2.5} 24-hour Average (FRM) Max (March-June 2026)	34%	N/A	N/A
PM_{2.5} Rolling Arithmetic Mean (FRM) (July 2025-June 2026)	56%	N/A	N/A
PM_{2.5} 24-hour Average (Non-FEM) Max (March-June 2026)	N/A	40%*	43%*
PM_{2.5} Rolling Arithmetic Mean (non-FEM) (July 2025-June 2026)	N/A	68%*	72%*

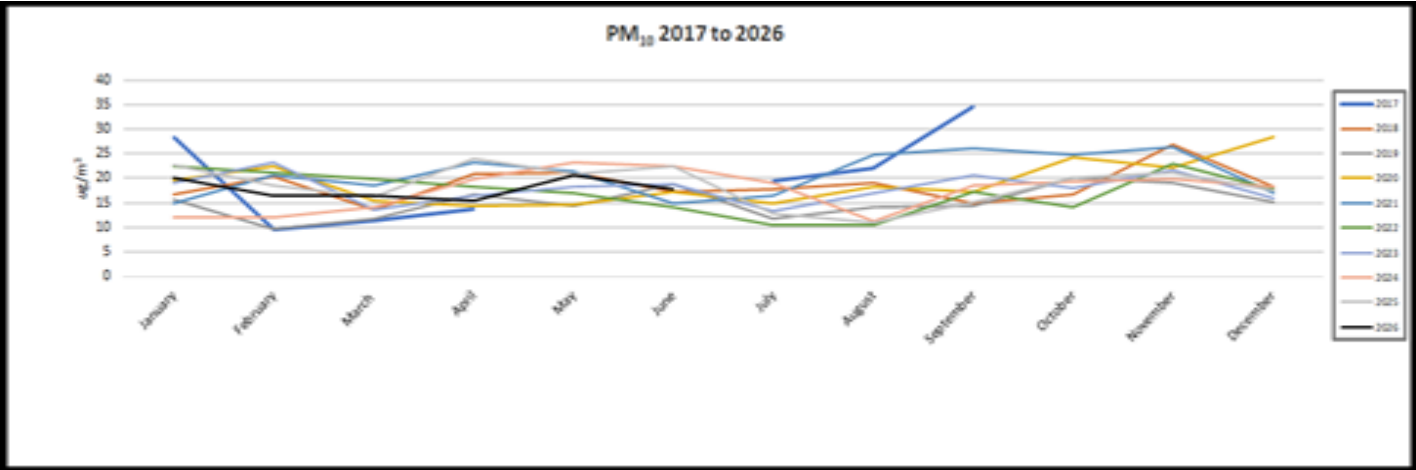
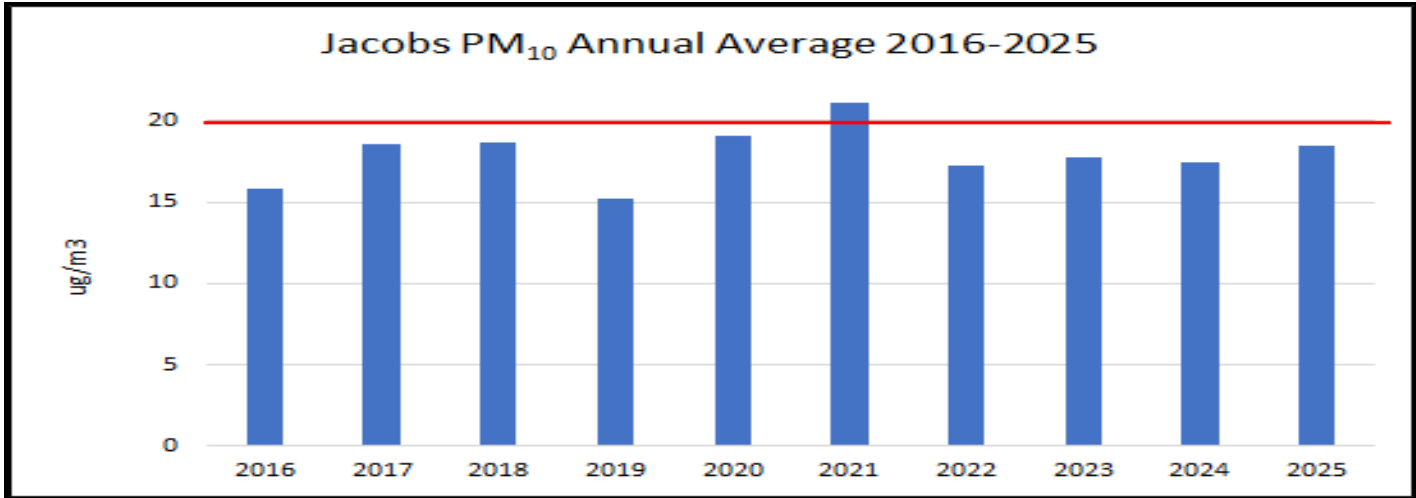
* Instrument not used for Federal Attainment Designation

PM₁₀ Data and Trends:

Eureka, Humboldt County



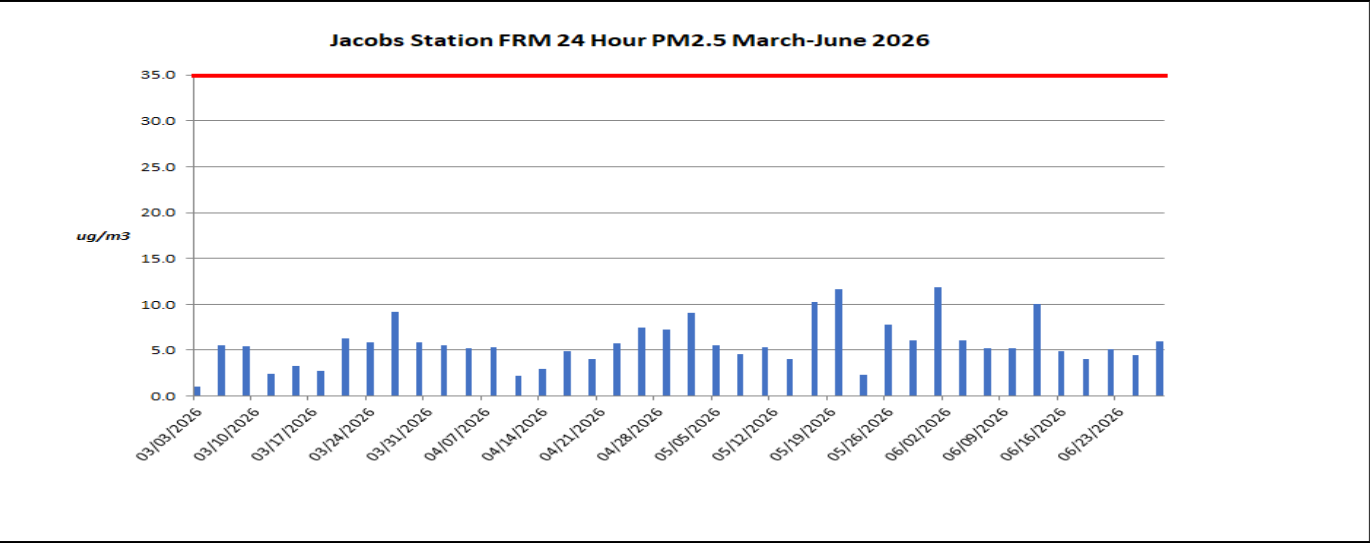
- State PM₁₀ 24-Hour AAQS is 50 ug/m³; Federal PM₁₀ 24-Hour AAQS is 150 ug/m³.
- State and Federal PM₁₀ Annual Arithmetic Mean AAQS is 20 ug/m³
- Humboldt County is classified as non-attainment for the State PM₁₀ AAQS.



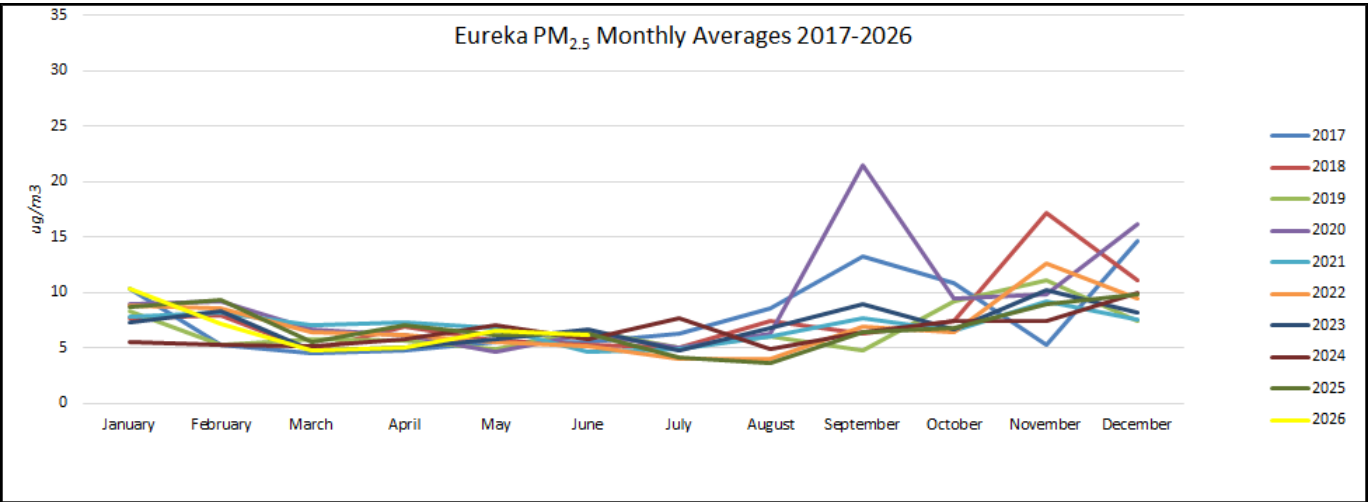
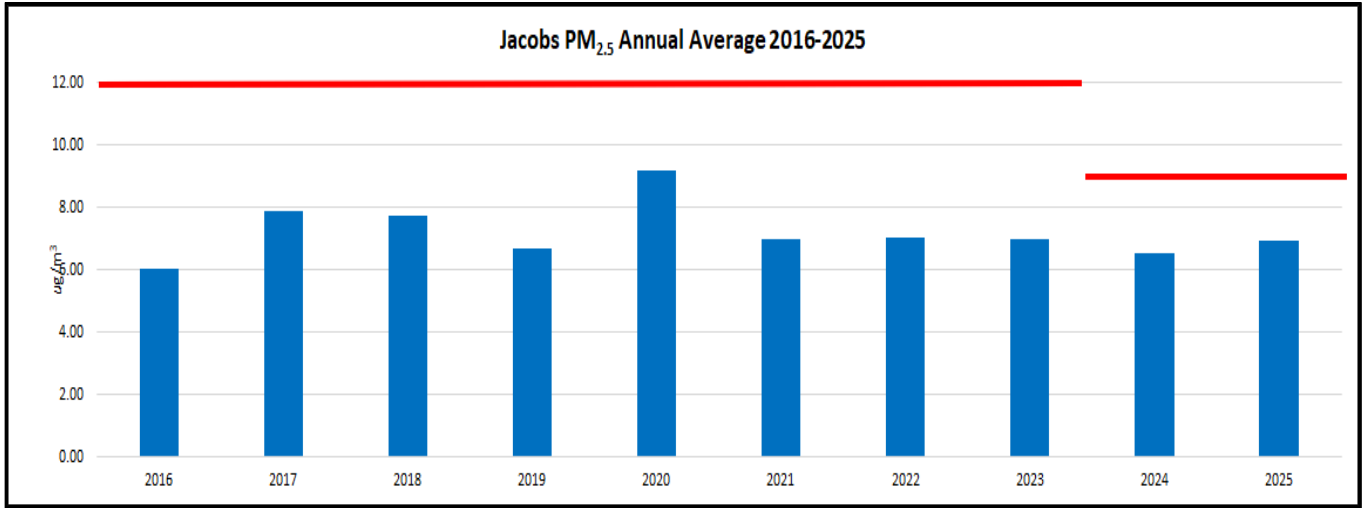
- State PM₁₀ Annual Arithmetic Mean AAQS is 20 ug/m³; There is no separate Federal PM₁₀ annual standard.

PM2.5 Data and Trends:

Eureka, Humboldt County

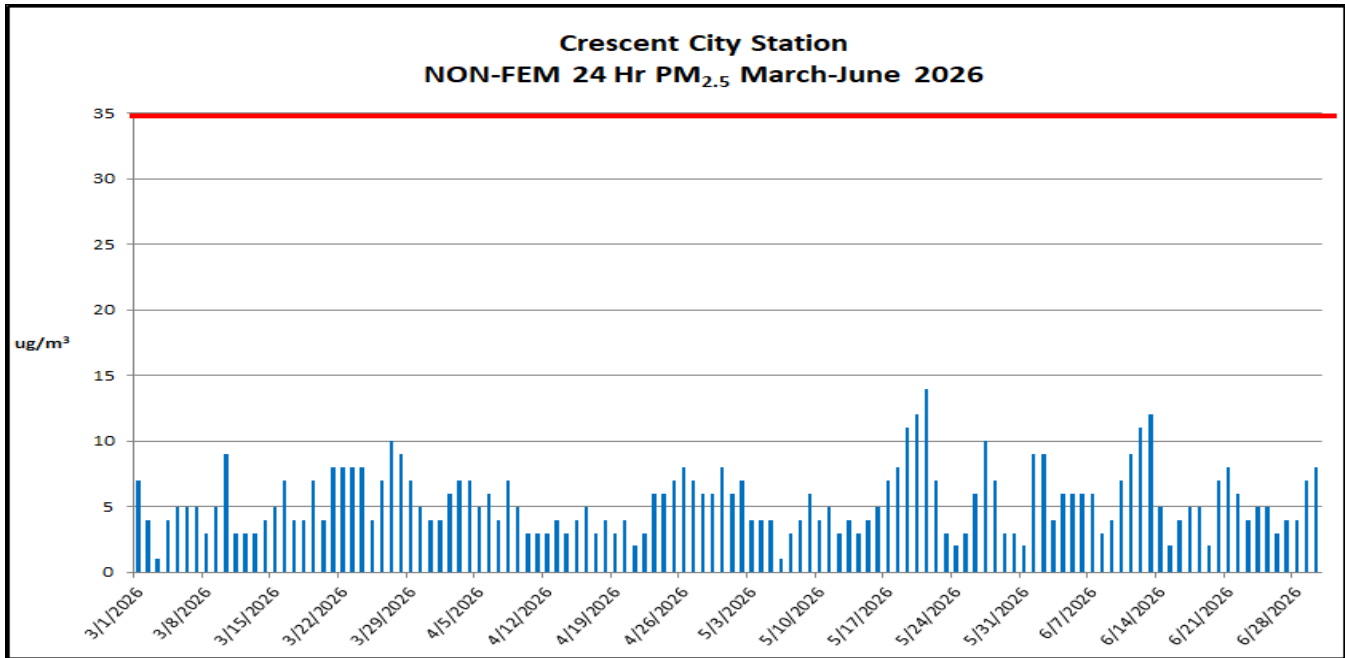


- Federal PM_{2.5} 24-Hour AAQS is 35 ug/m³; There is no separate State PM_{2.5} 24-Hour standard

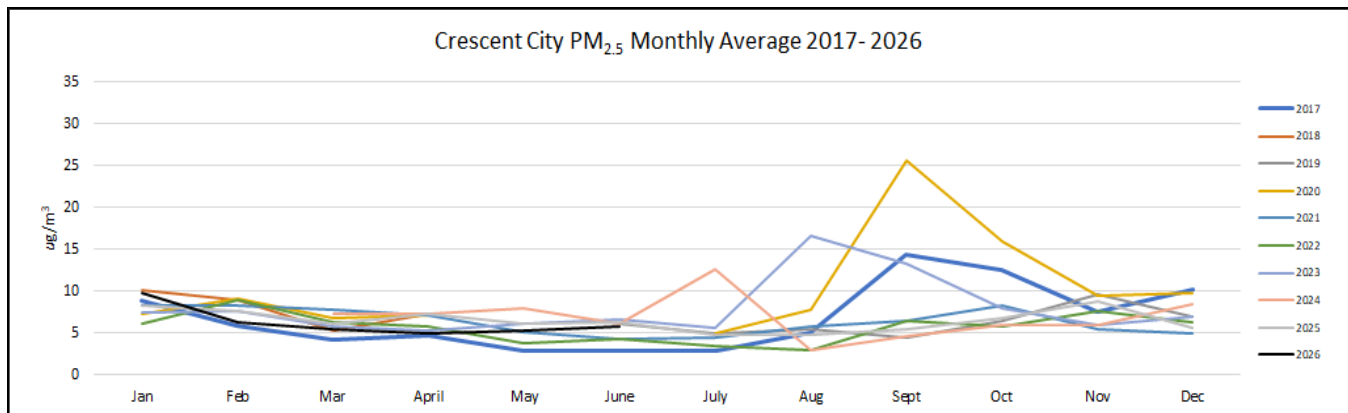
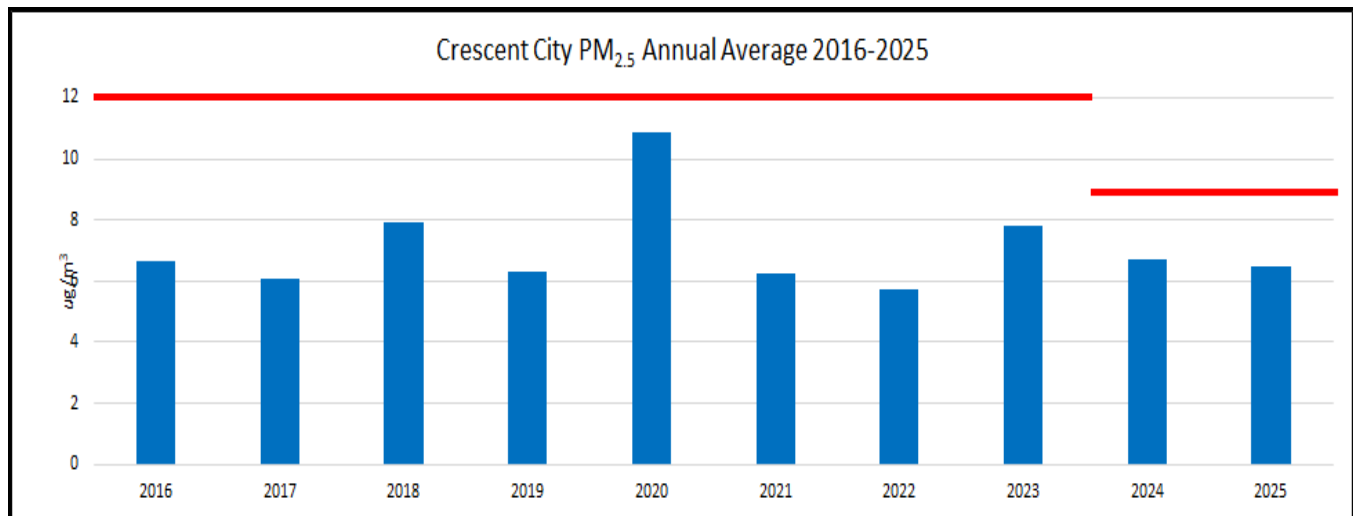


- State PM_{2.5} Annual Arithmetic Mean AAQS is 12 ug/m³;
- Federal PM_{2.5} Annual Standard changed from 12 to 9 ug/m³ in February of 2024.

Crescent City, Del Norte County

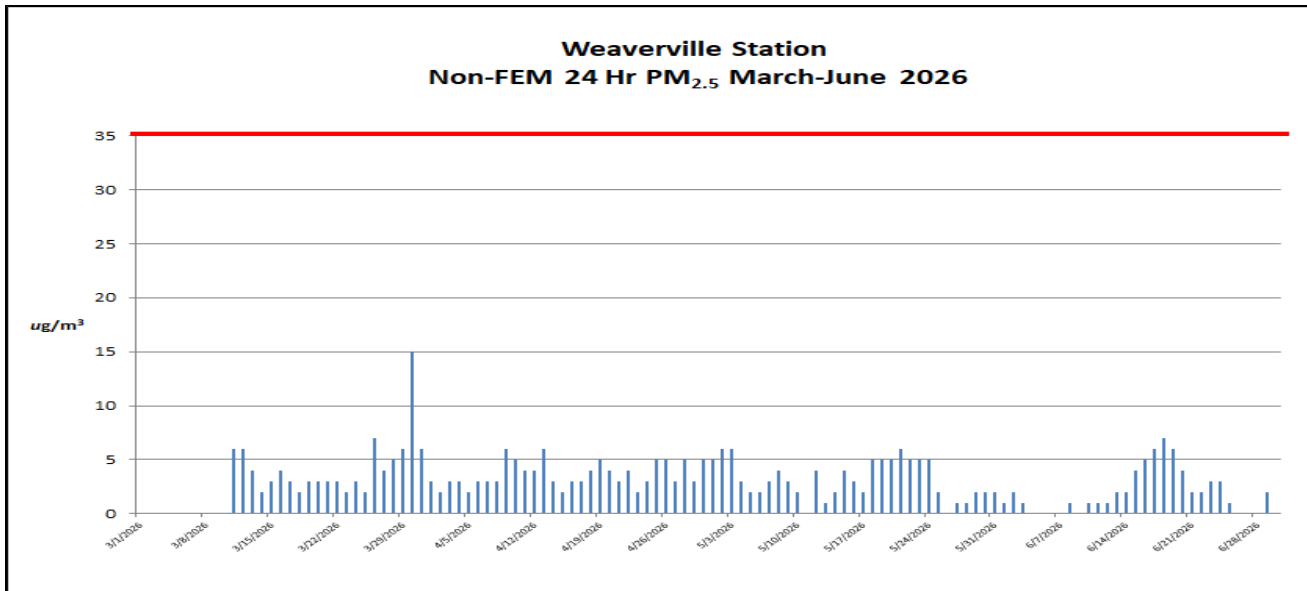


- Federal PM_{2.5} 24-Hour AAQS is 35 ug/m³; There is no separate State PM_{2.5} 24-Hour standard
- This monitor is not used for attainment decisions.

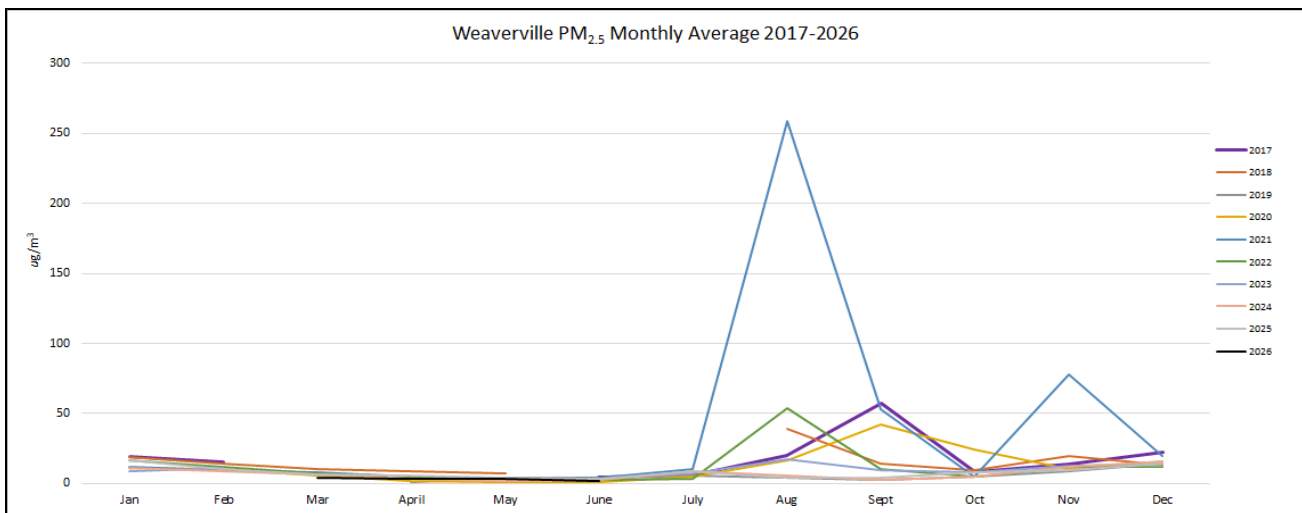
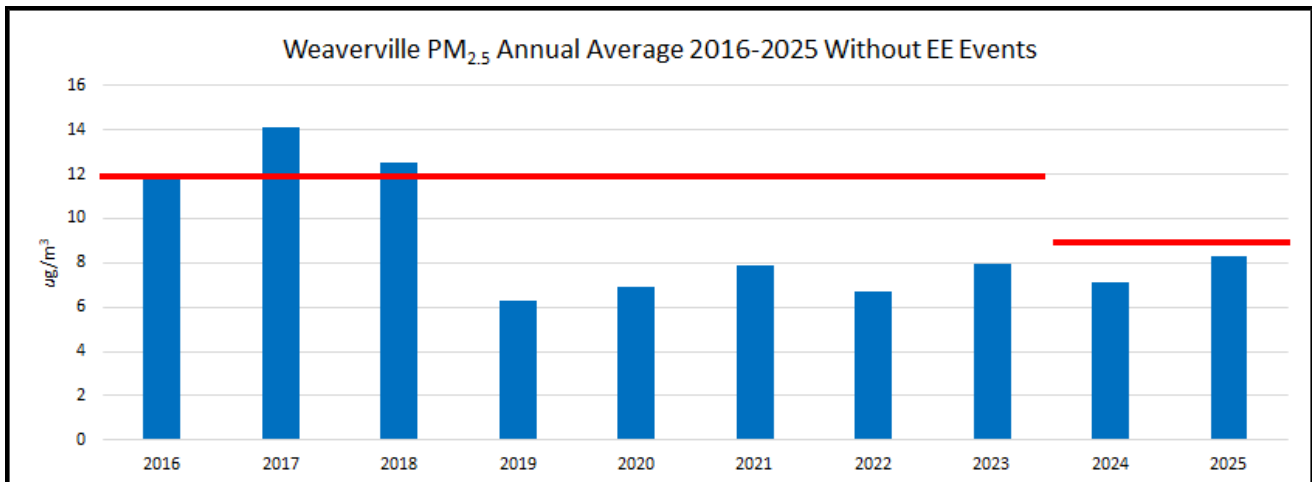


- State PM_{2.5} Annual Arithmetic Mean AAQS is 12 ug/m³; Federal PM_{2.5} annual standard is 9ug/m³
- Federal PM_{2.5} Annual Standard changed from 12 to 9 ug/m³ in February of 2024.
- This monitor is not used for attainment decisions.

Weaverville, Trinity County



- Federal PM_{2.5} 24-Hour AAQS is 35 $\mu\text{g}/\text{m}^3$; There is no separate State PM_{2.5} 24-Hour standard.
- This monitor is not used for attainment decisions.



- State PM_{2.5} Annual Arithmetic Mean AAQS is 12 $\mu\text{g}/\text{m}^3$; The Federal PM_{2.5} annual standard is 9 $\mu\text{g}/\text{m}^3$
- Federal PM_{2.5} Annual Standard changed from 12 to 9 $\mu\text{g}/\text{m}^3$ in February of 2024
- This monitor is not used for attainment decisions.

Agenda Item: 5

Public Comment Period

Agenda Item: 6

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
www.ncuagmd.org



TO: North Coast Unified Air Quality Management District Board

FROM: Winslow Condon, Deputy APCO

SUBJECT: CalPERS Pension Contract Amendment

DATE: October 22, 2026

ACTION REQUESTED: Adopt Resolution 2026-4 – Resolution of the Governing Board of the North Coast Unified Air Quality Management District Authorizing the Chair of the Board to Execute a Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the Governing Board of the North Coast Unified Air Quality Management District

SUMMARY:

CalPERS has contacted the District to amend its pension contract with the California Public Employees' Retirement System (CalPERS) to incorporate the language reflecting the new provisions outlined under the Public Employees' Pension Reform Act of 2013 (PEPRA). CalPERS Pension Contract Program Staff would like to work with the District to amend our contract within the next year to ensure that the contract aligns with the changes under PEPRA.

Attached is the full packet received from CalPERS with a draft MOU and Resolution. It is recommended that the Board adopt the attached Resolution 2026-4 – *Resolution of the Governing Board of the North Coast Unified Air Quality Management District Authorizing the Chair of the Board to Execute a Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the Governing Board of the North Coast Unified Air Quality Management District.*

BACKGROUND:

In 2013, CalPERS implemented mandated benefit formulas to align with the changes set forth by PEPRA. These include reduced benefit formulas and increased retirement age provisions, resulting in new defined benefit formulas for all new miscellaneous (non-safety) and safety members. At the time of the implementation, CalPERS did not require

a formal contract amendment for its contracting agencies. However, since then, many agencies have amended their contracts to include the PEPRA language; however, the District has not amended its contract to reflect these changes. CalPERS has recently requested that all contracts not yet be amended be formally amended to reflect the PEPRA revisions.

Amending the contract to include PEPRA language will not affect the benefits or costs for the District or its employees, and there is no impact on either PEPRA or classic members. The amendment is limited to the inclusion of PEPRA language and minor grammatical updates. No substantive changes to benefit formulas or eligibility are involved.

The amendment process requires two presentations to the Governing Board. First, the Resolution of Intention and second, to adopt the final ordinance or resolution approving the contract amendment. There must be a 20-day period between the adoption of the Resolution of Intention and the adoption of the final Resolution pursuant to Government Code Section 20471. There are no exceptions to this law. The effective date of this amendment may be as early as the day following the effective date of the final Resolution.

Attached is the full packet received from CalPERS with a draft MOU and Resolution. It is recommended that the Board adopt the attached Resolution 2026-4 – *Resolution of the Governing Board of the North Coast Unified Air Quality Management District Authorizing the Chair of the Board to Execute a Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the Governing Board of the North Coast Unified Air Quality Management District.*



Resolution 2026-4:

**Resolution of the Governing Board of the North Coast Unified Air
Qualified Management District Authorizing the Chair of the Board to
Execute a Resolution of Intention
To Approve An Amendment to Contract
Between The
Board of Administration
California Public Employees' Retirement System
And The
Governing Board of the
North Coast Unified Air Quality Management District**

WHEREAS, the North Coast Unified Air Qualified Management District ("District") has executed a contract with the Board of Administration of the California Public Employees' Retirement System permitting District employees to participate in the Public Employment Retirement System;

WHEREAS, the Board of Administration has requested that the District amend said contract to be consistent with changes made to applicable law under the Public Employees' Pension Reform Act ("PEPRA") after execution of the contract.

NOW THEREFORE, BE IT RESOLVED by the Governing Board of the North Coast Unified Air Quality Management District that the Chair of the Governing Board is hereby authorized and directed to execute a Resolution of Intention To Approve An Amendment to Contract Between The Board of Administration California Public Employees' Retirement System And The Governing Board of the North Coast Unified Air Quality Management District, an exact copy of which is attached hereto and incorporated herein.

Board Chair

Date:

Clerk of the Board

Date:

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
UNIFIED DISTRICT BOARD
NORTH COAST UNIFIED AIR QUALITY MANAGEMENT DISTRICT**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To include Public Employees' Pension Reform Act
language.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the
_____ of the
(governing body)

(public agency)
on _____.
(date)

Clerk/Secretary

Title



Penny Costa
Financial & Administrative Services Manager
North Coast Unified Air Quality Management District
707 L Street
Eureka, CA 95501

CalPERS ID 4786034037

June 4, 2026

Dear Penny Costa,

Thank you for contacting CalPERS regarding your retirement contract. Provided in my|CalPERS you will find the Resolution of Intention and Exhibit Amendment to Contract to include Public Employees' Pension Reform Act language.

Also provided are the following documents:

- Form CON-12, Certification of Governing Body's Action.
- Instruction sheet for submission of Resolution of Intention documents and required certifications into my|CalPERS.

In summary, the following documents must be submitted through my|CalPERS before we can forward the actual contract and final documents necessary to complete the proposed amendment. **PLEASE DO NOT HOLD THESE DOCUMENTS PENDING ADOPTION OF THE FINAL RESOLUTION.**

1. Resolution of Intention, certified copy.
2. Form CON-12, Certification of Governing Body's Action.

If your agency adopts the Resolution of Intention on September 24, 2026, the earliest date the final Resolution may be adopted is October 14, 2026. There must be a 20 day period between the adoption of the Resolution of Intention and the adoption of the final Resolution pursuant to Government Code Section 20471. There are no exceptions to this law.

The effective date of this amendment may be as early as the day following the effective date of the final Resolution.

Please do not retype the Amendment to Contract and/or agreement documents. Only documents provided by this office will be accepted. If you have any questions regarding any documents, please contact this office prior to presenting to your governing body for adoption. Another contract amendment cannot be started until this amendment is completed or cancelled.

We are here to assist you. If you have any questions or would like additional information, please visit our website www.calpers.ca.gov, or you may contact us toll free at **888 CalPERS** or **(888-225-7377)**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tommy Pacheco", with a stylized flourish at the end.

Tommy Pacheco
Pension Contracts Analyst
Financial Office | Pension Contracts & Prefunding Programs Division

TP:ra

Enclosures



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
Unified District Board
North Coast Unified Air Quality Management District**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective March 13, 1983, and witnessed February 22, 1983, and as amended effective June 28, 1998, and May 19, 2001, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed, effective May 19, 2001, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after March 13, 1983, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 21572 (Increased Level of 1959 Survivor Benefits).
 - c. Section 20042 (One-Year Final Compensation) for classic members only.
9. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

UNIFIED DISTRICT BOARD
NORTH COAST UNIFIED AREA DISTRICT
QUALITY MANAGEMENT DISTRICT

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

Agenda Item: 7

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
www.ncuagmd.org



TO: North Coast Unified Air Quality Management District Board

FROM: Winslow Condon, Deputy APCO

SUBJECT: SDRMA Amended Health Benefits MOU

DATE: October 22, 2026

ACTION REQUESTED: Approve Amended SDRMA Health Benefits MOU and Adopt Resolution 2026-5 - Resolution Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program

SUMMARY:

On February 16, 2012, the Governing Board adopted Resolution 2012-2 authorizing the District's participation in a Health Benefits Ancillary Coverages program offered by the Special District Risk Management Authority (SDRMA). Through this program, SDRMA offers different medical benefit plan providers and coverages to local government program participants for their employees' benefit. Program participation occurs through execution of a Health Benefits Memorandum of Understanding (MOU) with SDRMA, which the District executed in 2012 and renewed in 2019 pursuant to Resolution 2019-4.

On June 24, 2026, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU). The amendments were made to better align the Health Benefits MOU with SDRMA's MOU with its risk pool entity, called the Public Risk Innovation, Solutions and Management (PRISM), and with industry norms.

To ensure all entities follow Section 15 of the amended MOU guideline regarding MOU amendments, SDRMA is requiring our governing body to execute the amended MOU and attached Resolution no later than November 1, 2026. If the District does not return the signed MOU and Resolution by November 1, the District will be deemed as withdrawn and benefits will be terminated effective January 1, 2027.

Attached is the packet from SDRMA which includes a cover letter of explanation, amended (redlined) version of the MOU, final MOU, and the Resolution. Staff recommends that the Board approve the final/amended SDRMA Health Benefits MOU

and adopt Resolution 2026-5 - Resolution Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMS are based on a full month, and there are no partial months or prorated PREMIUMS. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this

or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. **VENUE.** Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. **AMENDMENT OF MEMORANDUM; WAIVER.** This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. **EFFECTIVE DATE.** This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

North Coast Unified Air Quality Management District

RESOLUTION NO. 2026-5

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF North Coast Unified Air
Quality Management District APPROVING THE FORM OF AND AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND
AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY'S HEALTH BENEFITS PROGRAM**

WHEREAS, North Coast Unified Air Quality Management District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; 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 ENTITY 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 GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are 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 6. 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

ENTITY Secretary



July 27, 2026

Penny Costa
Financial & Admin Services Division Manager
North Coast Unified Air Quality Management District
707 L Street
Eureka, California 95501



Amended SDRMA Health Benefits Memorandum of Understanding (MOU)

Dear Penny Costa,

At the June 24, 2026, SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU). The amendments were made to better align the MOU with our pool, Public Risk Innovation, Solutions and Management (PRISM) MOU and industry norms.

According to SDRMA records, your entity participates in SDRMA's Health Benefits program and previously executed a prior version of the Health Benefits Memorandum of Understanding (MOU) and Resolution. Per section 15 of the amended MOU, *AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.*

Your governing body must execute the enclosed MOU and Resolution and return the original wet signature or DocuSign MOU and Resolution to SDRMA by **November 1, 2026**, to ensure your entity follows the above MOU guideline. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2026**, your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2027**.

Program Administrative Guidelines are referenced throughout the MOU. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at www.sdrma.org. If you are not already registered on the MemberPlus Portal, please email us at healthbenefits@sdрма.org for instructions or simply click *MemberPlus Login* and *Register as a new user* from www.sdrma.org. Once you are registered and login,





the Administrative Guidelines can be found on the Health Benefits landing page with the link description of: *SDRMA Health Benefits Administrative Guidelines*.

If SDRMA has not received your entity's MOU and Resolution by October 1, 2026, we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

Please contact us at 800.537.7790 or at alittle@sdrma.org if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation of the SDRMA Health Benefits Program!

Sincerely,

Special District Risk Management Authority

Alana Little
Health Benefits Manager

Enclosures: Memorandum of Understanding
Resolution
Redline version of Memorandum of Understanding
Return Address Envelope





MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "PROGRAMprogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the PROGRAMprogram (the "COMMITTEEcommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the PROGRAMprogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be



completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

12. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express-sole~~ purpose of enrolling in the ~~Program~~ ROGRAM.

23. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the ~~Program~~ ROGRAM by ~~making application through executing~~ and all forms prescribed by SDRMA. ~~SDRMA shall submit the completed forms to which shall be subject to approval by the Program~~ ROGRAM's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's and governing documents and in accordance with the Program's applicable eligibility guidelines.

34. MAINTENANCE OF EFFORT. ~~Program ROGRAM is designed to provide an alternative provides health benefits solution to all participants active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the ~~Program~~ ROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

45. PREMIUMS. ENTITY ~~understands agrees and acknowledges~~ that premiums and rates for the ~~Program~~ ROGRAM are set by the ~~COMMITTEE~~ Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit ~~the total monthly premiums based upon rates established amount billed by SDRMA~~ for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.



~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.~~

~~Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.~~

56. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the ~~Program~~ **PROGRAM** and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to ~~Program~~**PROGRAM** underwriter for approval.

6. ~~**COVERAGE DOCUMENTS.** Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~

7. ~~**PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop-loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM wide basis as opposed to each year standing on its own.~~

~~7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.~~

~~If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.~~

~~After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.~~

~~98. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its~~

~~intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.~~ Once ENTITY withdraws from the ~~Program~~PROGRAM, there is a 3-year waiting period to come back into the ~~Program~~PROGRAM, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

9. ~~ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.~~

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related ~~Program~~PROGRAM ~~documents~~Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the



~~right of either party thereafter to enforce each and every such provision may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any If ENTITY who fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate shall be deemed to have withdrawn this MEMORANDUM and ENTITY'S Program Participation Agreement from the PROGRAM effective as of on the next annual renewal date.~~

~~1716.~~ EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~1817.~~ EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Agency ENTITY Name

Agenda Item: 8

APCO Report

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
www.ncuagmd.org



TO: North Coast Unified Air Quality Management District Board

FROM: Winslow Condon, Deputy APCO

SUBJECT: APCO Report

DATE: October 22, 2026

ACTION REQUESTED: Accept and File

The following information is provided as a summary of items of interest to the Board and District. Staff solicits and appreciates any feedback concerning these items or other items of interest from the Board.

1. Nomination of Air District Representative to the Humboldt County Fire Safe Council

At its August 2026 meeting, the Humboldt County Fire Safe Council (HCFSC) voted to recommend that the Board of Supervisors add an air quality representative to its membership. In response, the District submitted a letter on September 9, 2026, nominating Kacy Tuel, Burn Program & Wildfire Response Coordinator, as the primary representative and Winslow Condon, Deputy Air Pollution Control Officer, as the alternate. The Humboldt County Board of Supervisors approved the appointments on October 6, 2026. This seat will support continued cooperation between the District and the local, state, and federal fire agencies represented on the HCFSC. A copy of the nomination letter is attached for the Board's reference.

2. Wildfire Updates and Conclusion

The 2026 wildfire season in the District was dominated by one large incident, the MP-18 Fire. It started on August 7 along Highway 96 at Norton Creek, on the Hoopa Valley Reservation, and burned about 7,610 acres before reaching containment on September 17. Smoke from the fire pushed air quality into unhealthy territory for periods across parts of Humboldt and Trinity counties. Other fires were small, including the 14-acre Woods Fire near Redway in July and the 64-acre Surgone Fire, which started October 11. For reference, the MP-18 was smaller than the largest fires of the past three seasons: the 95,107-acre Smith River Complex in 2023, the 12,967-acre Boise Fire in 2024, and the Orleans Complex in 2025, which reached 22,117 acres.

3. Fall Prescribed Fire Season Underway

Fall prescribed burn season is underway across the District. CAL FIRE's Humboldt-Del Norte Unit and partners scheduled several burns in Humboldt County in recent weeks, including a roughly 90-acre oak woodland burn with Briceland Fire near Dyerville Loop Road (September 29 to October 1), a roughly 40-acre burn on October 11 with the California Department of Fish & Wildlife to remove invasive European beachgrass near Loleta, part of a multi-year study, and a 100-acre burn of ranchland in Ettersburg on October 12 with private stakeholders. Six Rivers National Forest began prescribed fire operations in late September and expects to continue through November, as weather conditions allow, with projects planned throughout the District.

4. Air District Staff Attend the California Wildfire & Resilience Task Force held in Humboldt

The California Wildfire and Forest Resilience Task Force, established by Governor Newsom, unites federal, state, tribal, local, and private partners to coordinate wildfire strategies and guide funding toward resilience projects. On October 1, the Task Force held its North Coast Regional Meeting in Loleta, hosted by the Bear River Band of the Rohnerville Rancheria, the North Coast Resource Partnership, and the Humboldt County RCD, and drawing more than 350 people for three panels of local leaders on regional issues. Wade Crowfoot, Secretary of the California Natural Resources Agency and a Task Force co-chair, offered opening remarks. District staff members Winslow Condon and Kacy Tuel attended, and found the meeting a worthwhile opportunity to hear about regional efforts from partner agencies and tribes.

5. Local Tribal Interest in Forming SB310 Agreements

Senate Bill 310 (Dodd, 2024), effective January 1, 2025, authorizes the California Natural Resources Agency (CNRA) and local air districts to enter into cultural burn agreements with federally recognized tribes in lieu of certain state and local permits within a tribe's ancestral territory. The Karuk Tribe finalized the first such agreement under the law with CNRA, in early 2025. Currently, the Blue Lake Rancheria is in negotiations with CNRA on an agreement of their own. Importantly, the Rancheria has also reached out to the District to begin discussions on a similar agreement for local permits. To staff's knowledge, an agreement between a tribe and an air district would be the first of its kind in California, and staff would like to bring the item back to the Board at a later meeting.

**North Coast Unified
Air Quality Management District**
707 L Street, Eureka, CA 95501
(707) 443-3093
www.ncuaqmd.org



September 9, 2026

Humboldt County Board of Supervisors
825 5th Street
Eureka, CA 95501

Re: Nomination of Air Quality Representative to the Humboldt County Fire Safe Council

Dear Humboldt County Board of Supervisors:

At their August 2026 meeting, the Humboldt County Fire Safe Council (HCFSC) voted to recommend to the Board of Supervisors the addition of an air quality representative to their membership. The North Coast Unified Air Quality Management District (District) appreciates this recommendation, and if approved by your Board, would like to nominate Kacy Tuel, District Burn Program & Wildfire Response Coordinator, and Winslow Condon, Deputy Air Pollution Control Officer, to serve as the primary and alternate, respectively.

The District respectfully requests that your Board approve this addition and confirm the appointments below.

Kacy Tuel implements the District's Burn Permit Program, Agricultural Burn Program, and coordinates the District's response to wildfire smoke impacts. These duties include the issuance of burn permits, approval of smoke management plans, Burn Day determinations, review of relevant air monitoring data, and coordination with all local, state, and federal fire agencies. Her contact information is listed below.

Kacy Tuel
707 L Street
Eureka, CA 95501
ktuel@ncuaqmd.org
(707) 443-3093

Winslow Condon is the District's Deputy Air Pollution Control Officer and manager of the Compliance & Enforcement Division. In his time with the District, he has held several roles, including that of the District Burn Program Coordinator, a position which he currently supervises. His contact information is listed below.

Winslow Condon
707 L Street
Eureka, CA 95501
wcondon@ncuaqmd.org
(707) 443-3093

The participation of an air quality representative in the HCFSC would help ensure the continued beneficial cooperation, and strengthen the mutual interests, of the District and the many HCFSC members who represent our local, state, and federal fire agencies.

Thank you for your consideration of these appointments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Condon', is positioned above the typed name.

Winslow Condon
Deputy Air Pollution Control Officer
for Brian Wilson
Air Pollution Control Officer
North Coast Unified Air Quality Management District

Agenda Item: 9

Board Member Reports

Agenda Item: 10

Adjournment