

**REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT**

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

This Agreement is made and entered into as of the 13th day of January, 2022, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The RWA and the Participants desire to create and carry out a Regional Emergency Preparedness Program (“Program”). The Program will help support member agency efforts to improve regional emergency preparedness in the greater Sacramento region and will include, but is not limited to, the tasks listed below:

- To collaborate with participating water providers to develop an emergency plan that accounts for potential risks and responses on a regional scale.
- To provide a forum to share information in a transparent and meaningful way in order to plan and prepare for emergencies.
- To conduct a seminar with Program members to identify current water provider capabilities, risks, limitations, and individual agency response command.
- Based on learning from the seminar, provide recommendations for the region that look to integrate and coordinate member capabilities, alleviate risks and limitations, and create a unified incident response command.
- Develop a regional-scale emergency response plan to fully coordinate regional resources.
- To develop and participate in tabletop exercise(s), the frequency to be determined by Program members, to ensure coordinated response to emergency scenarios.
- To provide support for grant applications and other funding requests that provide for advancement of regional emergency planning activities.
- To identify needed mutual aid agreements among Program members and provide a forum for executing those agreements.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. In no event shall the composition of the Program Committee be such that the membership of the Program Committee constitutes a

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quorum of any RWA legislative body.

5. Program Staffing and Resources. RWA will utilize existing staff to implement the program, primarily the Manager of Strategic Affairs.

6. Work Products. Participants shall have full access to the work products of the Program, which will be provided upon execution of each member agency of a nondisclosure agreement.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants shall pay the assessments set forth on Exhibit 2 at the time of entering the Program and pay such other assessments as are adopted by the Program Committee. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The total cost for the Program is estimated not to exceed \$75,000. The first phase of the program is estimated to cost \$30,000 to pay for consulting services. The program committee will determine if additional services are needed and will potentially authorize the second phase for \$45,000. Future costs and allocations will be determined through a Work Plan approved by the Program Committee.

8. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, (d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and (e) manage consultant support services in completion of the Program.

9. Authorization to Proceed with the Program. The Regional Emergency Preparedness Program is authorized to proceed upon the commitment of \$30,000 to fund initial costs, including the seminar and recommendations. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 3 (“Financing Plan”) to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days’ notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Program and allocated to the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to

the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. This Agreement may be amended from time to time with the approval of all current Participants and RWA.

13. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

14. No Third-Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

16. Audits and Accounting. All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

17. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

18. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Regional Emergency Preparedness Program Agreement is hereby agreed to by RWA and the Participants.

Dated: January 11, 2022



James Peifer
Executive Director
Regional Water Authority

January 13, 2022



Sean Bigley
Chair, Board of Directors
Regional Water Authority

Dated:



Paul Schubert
General Manager
Golden State Water Company

Dated:



Bruce Kamilos
General Manager
Elk Grove Water District

Dated:

City Manager
City of Roseville

Dated:

City Attorney
City of Roseville
Approved as to Form

Dated:

Environmental Utilities Director
City of Roseville
Approved as to Substance

Dated:

City Clerk
City of Roseville

List of Agreement Exhibits

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

Agency (Proposed)

City of Folsom
City of Roseville
City of Sacramento
City of West Sacramento
Citrus Heights Water District
Golden State Water Company
Elk Grove Water District
Orange Vale Water Company
Rancho Murietta Community Services District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District

EXHIBIT 2

FINANCING PLAN

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	Not-to-Exceed Fee
City of Folsom	\$6,250
City of Roseville	\$6,250
City of Sacramento	\$6,250
City of West Sacramento	\$6,250
Citrus Heights Water District	\$6,250
Golden State Water Company	\$6,250
Elk Grove Water District	\$6,250
Orange Vale Water Company	\$6, 250
Rancho Murietta Community Services District	\$6,250
Placer County Water Agency	\$6,250
Sacramento County Water Agency	\$6,250
Sacramento Suburban Water District	\$6,250
Total	\$75,000

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

City of Folsom
Attn: Marcus Yasutake
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6161
Email: myasutake@folsom.ca.us

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: sbigley@roseville.ca.us

City of Sacramento
Attn: Michelle Carrey
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1725
Email: ncarrey@cityofsacramento.org

City of West Sacramento
Attn: William Roberts
1951 South River Road
West Sacramento, CA 95691
Phone: (916) 617-4850
Email: williamr@cityofwestsacramento.org

Citrus Heights Water District
Attn: Hilary Straus
P.O. Box 286
Citrus Heights, CA 95611
Phone: (916) 735-7715
Email: hstrauss@chwd.org

Golden State Water Company
Attn: Paul Schubert
3005 Gold Canal Drive
Rancho Cordova, CA, 95670
Phone: (916) 853-3636
Email: PSCHUBERT@gswater.com

Elk Grove Water District
Attn: Bruce Kamilos
9257 Elk Grove Boulevard
Elk Grove, CA 95624
Phone: (916) 585-9385
Email: bkamilos@egwd.org

Orange Vale Water Company
Attn: Joe Duran
9031 Central Avenue
Orangevale, CA 95662
Phone: (916) 337-9098
Email: jduran@orangevalewater.com

Rancho Murieta Community Services District
Attn: Tom Hennig
15160 Jackson Road
Rancho Murieta, CA 95683
Phone: (916) 354-3700
Email: thennig@rmcsd.com

Placer County Water Agency
Attn: Andy Fecko
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: afecko@pcwa.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Fax: (916) 874-8693
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District

Attn: Dan York

3701 Marconi #100

Sacramento, CA 95821

Phone: (916) 679-3973

Fax: (916) 972-7639

Email: dyork@sswd.org

Regional Water Authority

Attn: James Peifer

5620 Birdcage Street, Suite 180

Citrus Heights, CA 95610

Phone: (916) 967-7692

Email: jpeifer@rwah2o.org