

# **Agenda**

## **Sacramento Suburban Water District Facilities and Operations Committee**

3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821

Thursday, July 23, 2015  
6:00 p.m.

Public documents relating to any open session item listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the address listed above.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should fill out a Comment Card and give it to the General Manager. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Sacramento Suburban Water District Human Resources at (916)679-3972. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

### **Call to Order**

### **Roll Call**

### **Public Comment**

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

### **Consent Items**

The committee will be asked to approve all Consent Items at one time without discussion. Consent Items are expected to be routine and non-controversial. If any member of the Committee, staff or interested person requests that an item be removed from the Consent Items, it will be considered with the action items.

### **1. Minutes of the May 21, 2015 Facilities and Operations Committee Meeting**

*Recommendation: Approve subject minutes.*

**Items for Discussion and Action**

- 2. Water Master Plan Update and 2015 Urban Water Management Plan**  
Receive report and direct staff as appropriate.
  
- 3. Grant of Easement and Right of Way - 737 Treehouse Lane**  
Receive report on easement to be acquired for main replacement projects and direct staff as appropriate.
  
- 4. Grant of Easement and Right of Way - 1020 Jonas Avenue**  
Receive report on easement to be acquired and direct staff as appropriate.
  
- 5. Surface Water Supply of Former Northridge Water District**  
Receive report and direct staff as appropriate.
  
- 6. Joint Defense and Cost Sharing Agreement to Preserve and Protect American River Water Supplies**  
Receive report and direct staff as appropriate.

**Adjournment**

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**Upcoming Meetings:**

Friday, August 7, 2015, at 4:00p.m., Government Affairs Committee Meeting  
Monday, August 17, 2015, at 6:30p.m., Regular Board Meeting

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I certify that the foregoing agenda for the July 23, 2015, meeting of the Sacramento Suburban Water District Facilities and Operations Committee was posted by July 20, 2015, in a publicly-accessible location at the Sacramento Suburban Water District office, 3701 Marconi Avenue, Suite 100, Sacramento, California, and was made available to the public during normal business hours.

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Robert S. Roscoe  
General Manager/Secretary  
Sacramento Suburban Water District

**Minutes**

Sacramento Suburban Water District  
**Facilities and Operations Committee**  
Thursday, May 21, 2015

**Call to Order**

Chair Bob Wichert called the meeting to order at 5:03 p.m.

**Roll Call**

Directors Present: Chair Bob Wichert and Kevin Thomas.

Directors Absent: None.

Staff Present: General Manager Robert Roscoe, Assistant General Manager Dan York, David Espinoza, Heather Hernandez-Fort, Dave Jones, John Valdes, James Arenz.

Public Present: William Eubanks

**Public Comment**

None.

**Consent Items**

**1. Minutes of the April 20, 2015 Facilities and Operations Committee Meeting**

Director Kevin Thomas moved to approve the Minutes; Chair Wichert seconded.

AYES:	Thomas and Wichert.	ABSTAINED:	
NOES:		RECUSED:	
ABSENT:			

**Items for Discussion and Action**

**2. Potential Proposition 84 IRWM Grant Projects**

General Manager (GM) Robert Roscoe gave a brief background of the Grant Projects.

Chair Wichert inquired if there is any benefit to limiting the list to the Districts highest priority projects. Mr. John Valdes replied that this project list is currently in order of priority. He also noted that the District is already receiving funding from the Proposition 84 program through the IRWM process for the Antelope Pump Back project, and the Enterprise/Northrop inter-tie. Mr. Valdes stated that the District presently has 16 projects on the list for funding.

Chair Wichert inquired if there is any reason why the manganese treatment is lower on the list. Mr. Valdes responded that in some cases, the wells that are further down on the list for manganese treatment may have other concerns as well. He went on to state that the new Verner Well is higher on the priority list because when the well was constructed there were no issues with manganese, however, currently there are. Some of the other

sites may have older facilities, which may not be as high of a priority for manganese treatment.

Director Thomas asked if the District was still considering putting a master manganese treatment center at the Verner Well site location. GM Roscoe replied that the District has considered this however; one of the difficulties is that the cost of manganese treatment at a well head doesn't buy much transmission main to move the raw water to that location. The tradeoff is the extra cost for manganese treatment, and the cost of pipe versus the local cost of two separate manganese treatment units. The difference between that doesn't warrant purchasing a lot of pipe. Mr. Valdes added that the District has considered drilling one or two more wells at that Verner Well site and having a larger manganese treatment facility there.

Chair Wichert suggested adding language regarding the possibility of including a power recovery turbine unit to the Capehart system's connecting main pressure reducing valve. Staff agreed to include this language.

Director Thomas suggested the possibility of having an inter-tie with the Carmichael Water District (CWD), and that SSWD would need a PRV to intertie with them. He believes that this would be a good idea and suggested to include this on the list as well. GM Roscoe pointed out that a potential concern with having an inter-tie with the CWD is that they are at a higher elevation, which has increased water pressures.

Mr. Valdes verified that the District has had discussions regarding a potential water transfer with the CWD. GM Roscoe stated that with the support of the CWD, the District could put an inner-District project on the list. GM Roscoe offered to have a discussion with the CWD regarding this possibility.

Chair Wichert asked what would happen if the District got all of projects approved. GM Roscoe replied that there would be some cost sharing involved where staff would prioritize the projects for funding to go before the Board for approval, however, this is an unlikely scenario.

Mr. Valdes noted that the Meter Retrofit Project is the highest priority on the list due to the State mandate. He added that the District has been successful in getting grant funding for Meter Retrofit Projects in the past. Chair Wichert further agreed that grant funding for the Meter Retrofit Project is a real budget savings.

Mr. William Eubanks had a comment regarding McClellan Business Park, suggesting that the McClellan project be placed at the bottom of the list. He also recommended not entering into an inter-tie with another district, due to the Gallons per Day Per Capita (GPCD) for drought purposes. GM Roscoe clarified that the Districts' GPCD would not be affected by an inter-tie with the CWD, and that the District would be able to subtract the water sold to CWD from our GPCD, based on the fact that it goes to their customers, not the District's customers.

Chair Wichert agreed that he would also like to see the McClellan project moved closer to the bottom of the priority list. GM Roscoe clarified that although the facilities would

be located at McClellan Business Park, the McClellan project would benefit customers throughout the entire north service area.

GM Roscoe summarized that staff's purpose is to update the Committee of the IRWM current project list. He stated that staff has received good feedback on prioritizing the manganese treatment, adding an inline turbine to the discussion of the Capehart inter-tie, and having a discussion with the CWD on potentially adding an inter-tie with them, then including it on the list as well.

### **3. Improvement Standards and Technical Specifications**

GM Roscoe gave a brief description of the report, reminding the Committee that there was a request at the last Facilities and Operations meeting to bring this item back with additional information.

Chair Wichert acknowledged staff's recommended changes. Director Thomas recapped that the changes were based on the Committee's recommendations from the last Facilities and Operations meeting.

Mr. Valdes pointed out the survey staff conducted of other districts in the region where most other districts required between a 15 to 20 foot easement width. Mr. David Espinoza also noted the correction to the discrepancy of staff's recommendation of a 20 foot easement from the consultant's recommendation of a 10 foot easement. He stated that staff believes a 20 foot easement width, with adding the flexibility for the GM to accept a narrower easement width under extenuating circumstances, is acceptable based on the further research included in the report.

Chair Wichert stated that he believes staff could have similarly recommended a 15 foot easement width based on the research. His concern was that a 20 foot easement width could be taking value from the Districts' customers, indicating that although it is preferred by staff, it may not necessarily be preferred by the customers.

GM Roscoe clarified that if there is new development a 20 foot easement width lowers the Districts exposure to liability, and ultimately benefits all of the Districts customers in that staff has sufficient room to work in order to maintain the line. He went on to state that the GM would exert flexibility if there is an existing pipeline that may require accommodating a narrower easement width.

Director Thomas agreed with GM Roscoe. He thinks that the District can recommend the 20 foot easement, with adding the flexibility for the GM to accept a narrower easement width under extenuating circumstances. Director Thomas thinks that the proposed language is appropriate.

Chair Wichert and Director Thomas directed staff to finalize staff's recommendation.

### **4. Easements Needed from Fulton/El Camino Recreation and Park District**

Mr. Dave Jones explained the staff report. He presented both the worst and best case scenarios. He stated that there is a possibility that the Fulton/El Camino Park District

(FECPD) may request the District to participate in some other type of agreement in exchange for easement.

Assistant General Manager (AGM) Dan York stated that he recently spoke with Mr. Mike Grace, the General Manager of the FECPD. AGM York stated that they have renounced their request for monetary exchange for the easement; however, they are still strongly considering the potential partnership of a drought resistant garden.

Chair Wichert asked if FECPD understands that these special amenities are funded by the ratepayers. AGM York stated that he did explain that to the FECPD Board.

GM Roscoe gave a brief history on the Districts drought resistant gardens located at the Antelope Reservoir and at William Pond Park. He noted that the proposed drought resistant garden located at Howe Park would be closer to District boundaries, as well as being a highly populated and traveled area.

Chair Wichert inquired about site one, the Santa Anita Park, asking why FECPD would want this project to move forward. Mr. Jones stated that the District has an easement at this location, however, it is not accessible due to the overgrown trees, other utility lines, and the initial access into the easement is inaccessible as well. He stated that in order to utilize the current easement, the District would have to remove some of the trees.

Chair Wichert asked if the Districts preservation of the trees at this site would make FECPD amenable to getting an alternate easement. Mr. Jones stated that staff has not addressed that with FECPD, however, believes that they would be amenable to it. Mr. Jones further stated that staff was unaware of the existing easement when the initial discussion occurred. He also stated that FECPD is only prepared to give the District a 10 foot easement at this site as well as Sites 2 and 3.

AGM York noted that Site 3 is where FECPD is recommending developing the drought resistant garden. He believes that once FECPD is made aware of the estimated \$225,000.00 for this project, they may better understand why this could be difficult for both parties to partake in.

Director Thomas inquired what the maintenance cost is for the drought resistant garden at William Pond Park. Mr. Jim Arenz clarified that the cost to maintain that drought resistant garden is between \$100.00 to \$200.00 per month. AGM York indicated that FECPD has offered to maintain the proposed drought garden.

Chair Wichert asked what the District would contribute other than labor, to this drought resistant garden project. GM Roscoe explained that the District would contribute the cost, and the conservation staff efforts to design what the garden would include such as a design of different irrigation methods, different plant methods, and the type of display.

Chair Wichert stated that this proposed drought resistant garden could be an educational tool for the District. He suggested monetizing the educational benefit to the District, then requesting a budget item from the full Board, and then presenting it to the FECPD.

Director Thomas supported the project, contingent upon a controlled budget. He recommended publicizing it to District rate payers, highlighting the two districts working together on drought efforts.

More discussion ensued regarding the benefits of this project with regards to the current drought situation.

GM Roscoe indicated that AGM York will be attending the FECPD Board meeting later that evening. He stated that AGM York will report that this discussion was presented to the Facilities and Operations Committee, where the Committee welcomed the opportunity to do some educational work at their park, with a budget that is commensurate with the benefit.

#### **5. Antelope Pump Back Project Operation and Maintenance Agreement**

Chair Wichert found the language to be perfectly acceptable. Director Thomas agreed.

The Committee recommended accepting the changes and directed staff to present this to the full Board with a recommendation of approval.

#### **6. Rutland Well Landscaping**

Mr. Valdes gave a brief report of the Rutland Well landscaping project to include a drip system where the source of water would be water that normally goes to waste.

GM Roscoe noted that the District had an agreement with the adjacent school district at the time the property was purchased that the District would provide screening landscaping. This agreement was offered as part of the initial study; therefore, no additional mitigation measures were required. GM Roscoe indicated that the District is trying to do this without the use of potable water supply; however, there would be additional costs involved. He noted that cost is nominal compared with the overall cost of this new pump station.

Director Thomas asked if a drip system would be sufficient. GM Roscoe stated that yes, the drip system would be sufficient, less expensive, and the source of water would be water that normally goes to waste.

Chair Wichert inquired if there is a way to customize or modify the drip system, so that it doesn't need a pump. GM Roscoe stated that staff would look into it.

Discussion ensued regarding signage, and the potential teaming with the neighboring school district to use the additional grey water for their landscaping.

### **Adjournment**

Chair Wichert adjourned the meeting at 5:55p.m.

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Robert S. Roscoe  
General Manager/Secretary  
Sacramento Suburban Water District





## Facilities & Operations Committee

### Agenda Item: 2

**Date:** July 15, 2015

**Subject:** Water Master Plan Update and 2015 Urban Water Management Plan

**Staff Contact:** John E. Valdes, Engineering Manager

**Recommended Committee Action:**

Receive report from staff and consultant (Brown and Caldwell) to kick off a project to update the District's Water System Master Plan and 2015 Urban Water Management Plan and direct staff as appropriate.

**Discussion:**

In June 2015, a Request for Proposals (RFP) was issued to six qualified engineering consulting firms to update the District's 2009 Water System Master Plan and to prepare the District's 2015 Urban Water Management Plan (UWMP). Only two proposals were actually received; from Brown and Caldwell and Quincy Engineering. The other invited firms cited their busy workload, the District's schedule and/or a possible conflict of interest as reasons for not submitting proposals. A selection team made up of Engineering Manager, John Valdes; Operations Manager, Jim Arenz; and Assistant Engineer, Patrick Wilson, reviewed and ranked the proposals based on the selection criteria outlined in the RFP. The selection committee was unanimous in recommending the selection of Brown and Caldwell (B&C) for this project. The committee's recommendation has been approved by the General Manager.

B&C is well qualified for this project. They prepared the District's current Water System Master Plan in 2008/2009 and the District's 2010 UWMP. Subsequently, their team prepared water system master plans for Sacramento County Water Agency and the City of Davis. B&C has prepared over 100 UWMP's including the only one that successfully withstood a legal challenge. They have also done master planning work for other large water agencies in the Sacramento region and are very familiar with the District's system and groundwater wells.

Separate from the above selection process, a qualification based selection process was also used earlier this year to select Maddaus Water Management (MWM) to prepare the District's Water Conservation Master Plan. However, no contract has yet been entered into with MWM. At a project scoping meeting with B&C on July 7, 2015, the issue was brought up that both the WMP/2015 UWMP and WCMP will require demand management analysis and demand

projections. It would be unfortunate to have two different consultants use different methods and/or produce different results. Therefore, District staff asked B&C and MWM to coordinate and determine if it would be possible to have B&C subcontract with MWM to either: 1) include the WCMP under the WMP/2015 UWMP scope of work; or 2) coordinate with MWM to not overlap project scopes and ensure consistency in the demographic projections and demands used in both projects.

Depending on the outcome of the above coordination efforts between B&C and MWM, the District will enter into one or two contracts. At this point, it is likely that the District's contract with B&C will include MWM as a subconsultant for the WCMP element. A project kickoff meeting is tentatively scheduled to be held with B&C and District staff on July 23, 2015. B&C is already preparing a list of data and information that they will need from the District.

At the July 23, 2015 F&O Committee meeting, Brown and Caldwell representatives (Mr. Paul Selsky and Ms. Melanie Holton) will provide an overview of the project, review the planned scope of work and schedule, discuss key issues that the Water Master Plan and 2015 UWMP will need to address, and finally discuss policy level decisions that the F&O Committee will be asked to make during the master planning process.

**Fiscal Impact:**

The approved OCB budget for the Water System Master Plan Update and 2015 UWMP is \$330,000. The approved O&M budget for the Water Conservation Master Plan is \$75,000. Therefore, the total budget available for this project is \$405,000. Although the contract and scope of work is still in the process of being finalized, B&C's total fee (with MWM as a subconsultant) is projected to come in significantly lower than this amount.

**Strategic Plan Alignment:**

Water Supply – 1.B. Provide for the future needs of the District through prudent planning that will ensure sufficient capacity to serve all customers.

Water Supply – 1.D. Manage the District's groundwater supply to ensure its quality and quantity.

Customer Service – 3.D. Provide effective customer and community relations by communicating, educating, and providing information on District operations, drinking water issues, water conservation, resource sustainability and environmental stewardship.

The Water System Master Plan update aligns with each of the goals/principles outlined above. It will help in managing the District's groundwater supply and to estimate the future water supply needs for District's customers. It can also be used as a tool to effectively communicating information to the District's customers on drinking water supply and other relevant planning issues.

Likewise, the UWMP will quantify all available water supplies and compare it with projected future water demands of the District. The UWMP will review and quantify the appropriate

levels of reliability of the District's water supply and determine if water supplies are sufficient to meet the needs of its customers during normal, dry and multiple dry years. The District will solicit review comments and interact with other agencies in the preparation of the UWMP.



## Facilities & Operations Committee

### Agenda Item: 3

**Date:** July 16, 2015

**Subject:** Grant of Easement and Right of Way - 737 Treehouse Lane

**Staff Contact:** John E. Valdes, Engineering Manager  
Dave Jones, Associate Engineer

#### **Recommended Committee Action:**

Receive report on the acquisition of an easement at 737 Treehouse Lane, and recommend supporting the purchase of the easement for \$1,200.00.

#### **Discussion:**

During the design for the Fair Oaks Estates Main Replacement an existing water line was found to be installed in a private lane south of the County Right of Way on Treehouse Lane. Treehouse Lane is a County roadway with a private lane extending south at the end of the County cul-de sac, also known as Treehouse Lane.

The design plans call for the abandonment of the existing undersized water main and replaced with an 8" Ductile Iron water main and to upgrade an existing hydrant to meet District and fire department standards. The existing water main also serves 4 properties along the private lane.

Three easement acquisitions were required to maintain water and fire hydrant services on the private lane with a new main line. Two of the required easements have been accepted by the Board and are recorded with the Sacramento County Recorder. The third acquisition at 737 Treehouse Lane is not.

The property owner of 737 Treehouse Lane, Paul Bossenmaier, is willing to grant a 20 foot wide easement approximately 236 feet long to the District for a water line as shown on the proposed easement documents, attached as Exhibit 1. Staff has been in discussions with Mr. Bossenmaier regarding the easement. Mr. Bossenmaier has agreed to grant the easement for a one-time payment of \$1,200.00. A location map is provided as Exhibit 2.

The proposed easement consists of approximately 4,722 sf. Sacramento County on the 2014 Assessor's records values Mr. Bossenmaier land value at approximately \$8.00/sf. The easement value is typically 25% of the appraised land value. The estimated easement value for this easement is approximately \$9,400.

Grant of Easement and Right of Way - 737 Treehouse Lane

July 16, 2015

Page 2 of 2

Should the easement not be available, there is an alternative. The new water main being installed within the limits of the County Right of Way could connect to the existing water main near the northern end of the private Treehouse Lane. This would supply domestic service to the 4 meters on the private lane. However, the fire service would not meet current standards and the existing main would be without an easement across Mr. Bossenmaier's property. Therefore, staff recommends approving purchase of the subject easement for \$1,200.00.

It is anticipated the project will begin by mid-August and completed by end of October, 2015, with work on Treehouse Lane starting in September, depending on weather conditions.

**Fiscal Impact:**

A total of \$1,200 will be needed to purchase a Grant of Easement and Right of Way across the property at 737 Treehouse Lane.

**Strategic Plan Alignment:**

Facilities and Operations – 2.B. Monitor and improve the District's efficiencies in operating and maintaining system infrastructure.

Upgrading the water main and fire hydrant for improved fire flows is a benefit to District customers.

Recording Requested By, And When  
Recorded, Please Mail Document To:

**SACRAMENTO SUBURBAN WATER DISTRICT**  
**Attn: General Manager**  
**3701 MARCONI AVENUE, SUITE 100**  
**SACRAMENTO, CA 95918**

Official Document, Exempt from Recording  
Fees Pursuant to Gov't Code §§ 6103 & 27383

No Document Transfer Tax  
Per R&T Code § 11922

Assessor's Parcel No(s): 292-0200-080

-- This Space for Recorder's Use Only --

**GRANT OF EASEMENT AND RIGHT OF WAY**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ALAN SCOTT MAYER and MIRIAM L. MAYER, as Trustees of the Mayer Family Trust dated April 17, 2012, their entire interest in and to**, Grantor, hereby grants to **Sacramento Suburban Water District**, a political subdivision of the State of California, Grantee, a permanent easement and right of way, including the perpetual right to enter upon the real property described below at any time that Grantee may deem necessary, to locate, construct, install, operate, maintain, repair, modify, replace and remove underground pipelines, water mains and all necessary below-ground appurtenances for the purpose of conveying water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said pipelines, water mains and appurtenances, and the further right to remove trees, bushes, undergrowth, ground covering, pavement, and any other obstructions located within the Easement interfering with the location, construction, installation, operation, maintenance, repair, modification, replacement and removal of said pipelines, water mains and appurtenances.

The land burdened by this Grant of Easement and Right of Way is located in the County of Sacramento, State of California, and is more particularly described as follows:

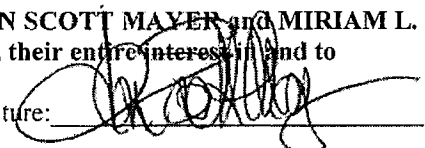
**See Exhibits 'A' and 'B'**  
**Attached hereto and made a part hereof this Grant of Easement and Right of Way**

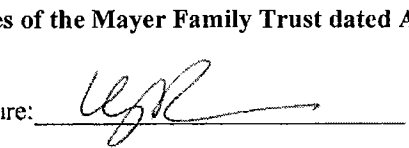
As a condition of this Grant of Easement and Right of Way, Grantor reserves the right to use such land for purposes that will not interfere with Grantee's reasonable enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building, wall, fence, or other permanent structure, or drill or operate any well, or construct any reservoir or any other obstruction on said land, or to diminish or substantially add to the ground cover lying over the easement and right-of-way granted herein.

The provisions of this Grant of Easement shall run with the land and inure to the benefit of and bind the heirs, successors, and assigns of the Grantor and Grantee.

Executed this 17<sup>th</sup> day of April, 2015.

**ALAN SCOTT MAYER and MIRIAM L. MAYER, as Trustees of the Mayer Family Trust dated April 17, 2012, their entire interest in and to**

Signature: 

Signature: 

By: ALAN SCOTT MAYER, Trustee

By: MIRIAM L. MAYER, Trustee

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )  
 COUNTY OF Placer )  
 On 4/17/15 before me, Susan R. Tarter, notary public,  
date name of notary officer  
 personally appeared Miriam L. Mayer  
name(s) of signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan R Tarter  
 Signature of Notary



-----OPTIONAL SECTION-----

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S)     LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
 Name of Person(s) or entity(ies)

Mayer Family Trust  
dtd 4/17/12

**OPTIONAL SECTION:**

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_  
 NUMBER OF PAGES \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Attached to Grant of Easement

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF California )SS  
COUNTY OF Sacramento )

On April 23, 2015 before me, Kate Kolodziej, Notary Public, personally appeared Alan Scott Mayer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kate Kolodziej

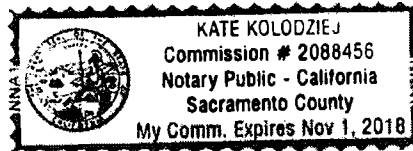




EXHIBIT 'A'  
20 Foot Wide Access and Water Pipeline Easement  
APN: 292-0200-080

The Southwesterly 20.00 feet of the Northeasterly 30.00 feet of the real property described as described in the Grant Deed to Alan Scott Mayer and Miriam L. Mayer, as Trustess of the Mayer Family Trust dated April 17, 2012, recorded in Book 20120507 of Official Records, Page 543, Sacramento County Records.

Said Northeasterly 30.00 feet being measured from the Northeasterly line of said Grant Deed.

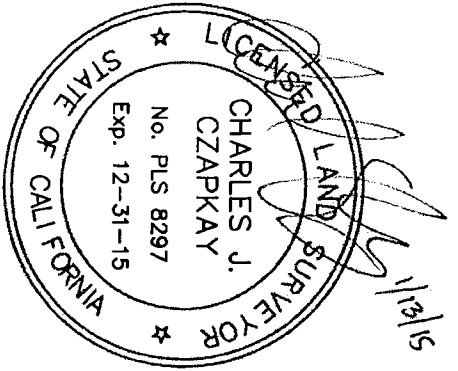
Containing 3,495 square feet, more or less.

The Basis of Bearings for this description and the attached Exhibit 'B', is California Coordinate System Zone 2, NAD '83 as collected by GPS. All bearings and distances are ground distances.

The above description and attached Exhibit 'B' can be rotated counterclockwise  $1^{\circ}43'13''$  to match the centerline of Treehouse Lane as shown on the "Plat of Fair East", filed in Book 66 of Maps, Map No. 38, Sacramento County Records.

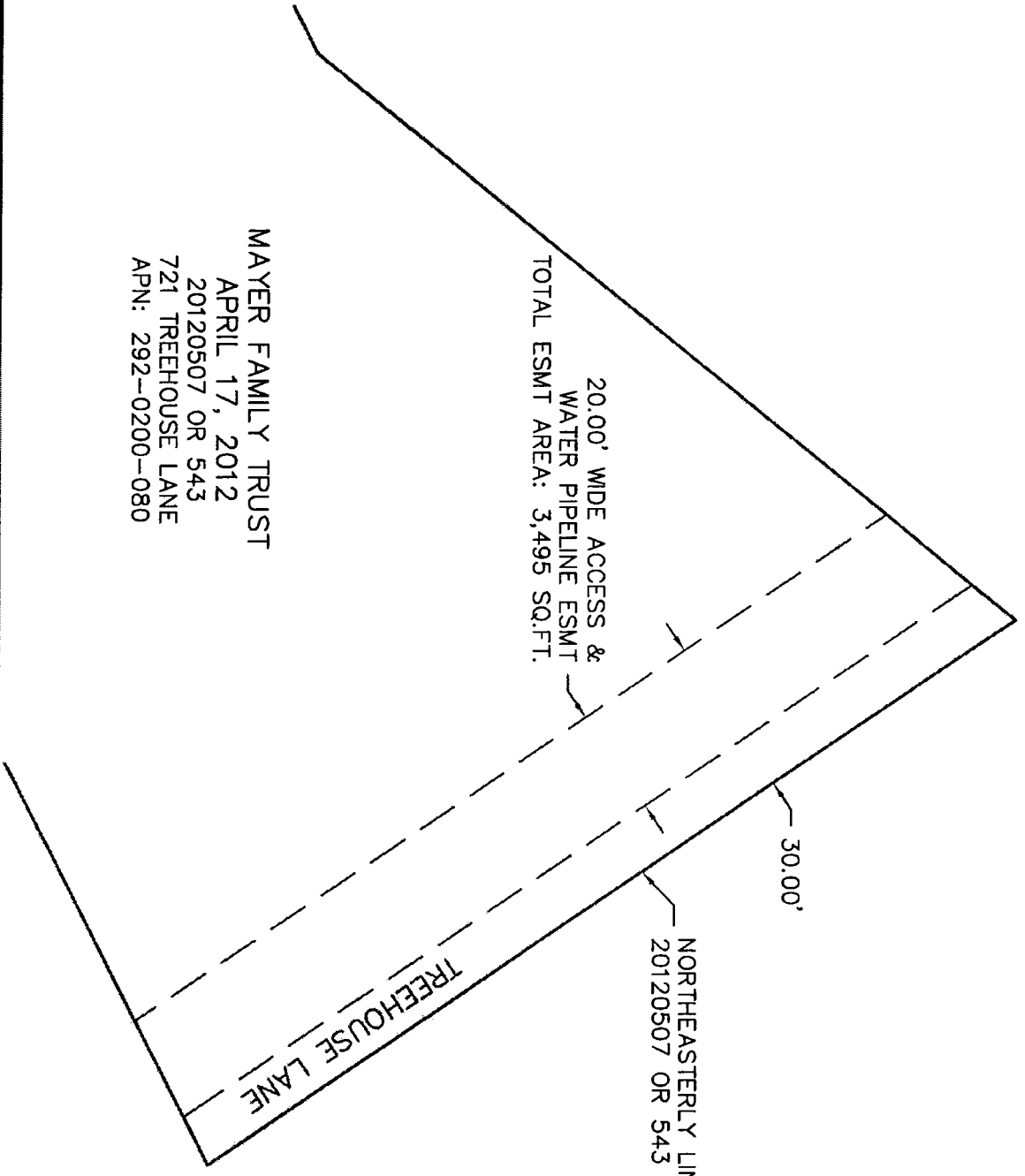
End description.





20.00' WIDE ACCESS &  
WATER PIPELINE ESMT  
TOTAL ESMT AREA: 3,495 SQ.FT.

MAYER FAMILY TRUST  
APRIL 17, 2012  
20120507 OR 543  
721 TREEHOUSE LANE  
APN: 292-0200-080













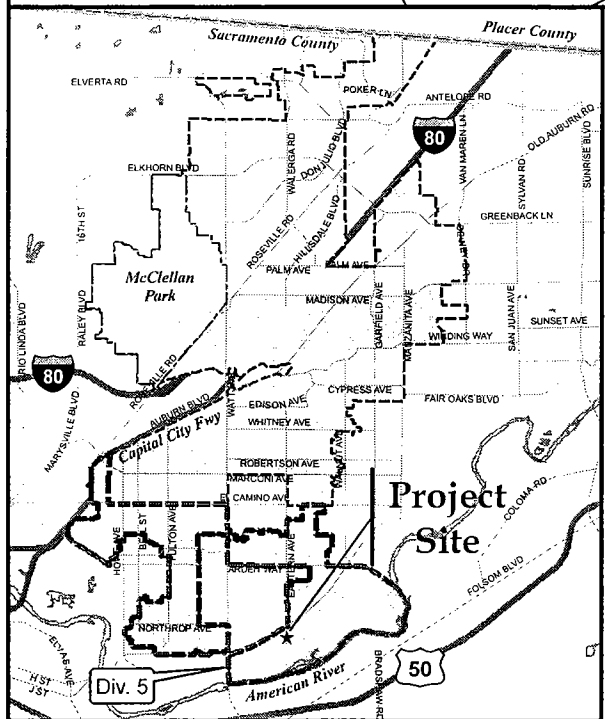
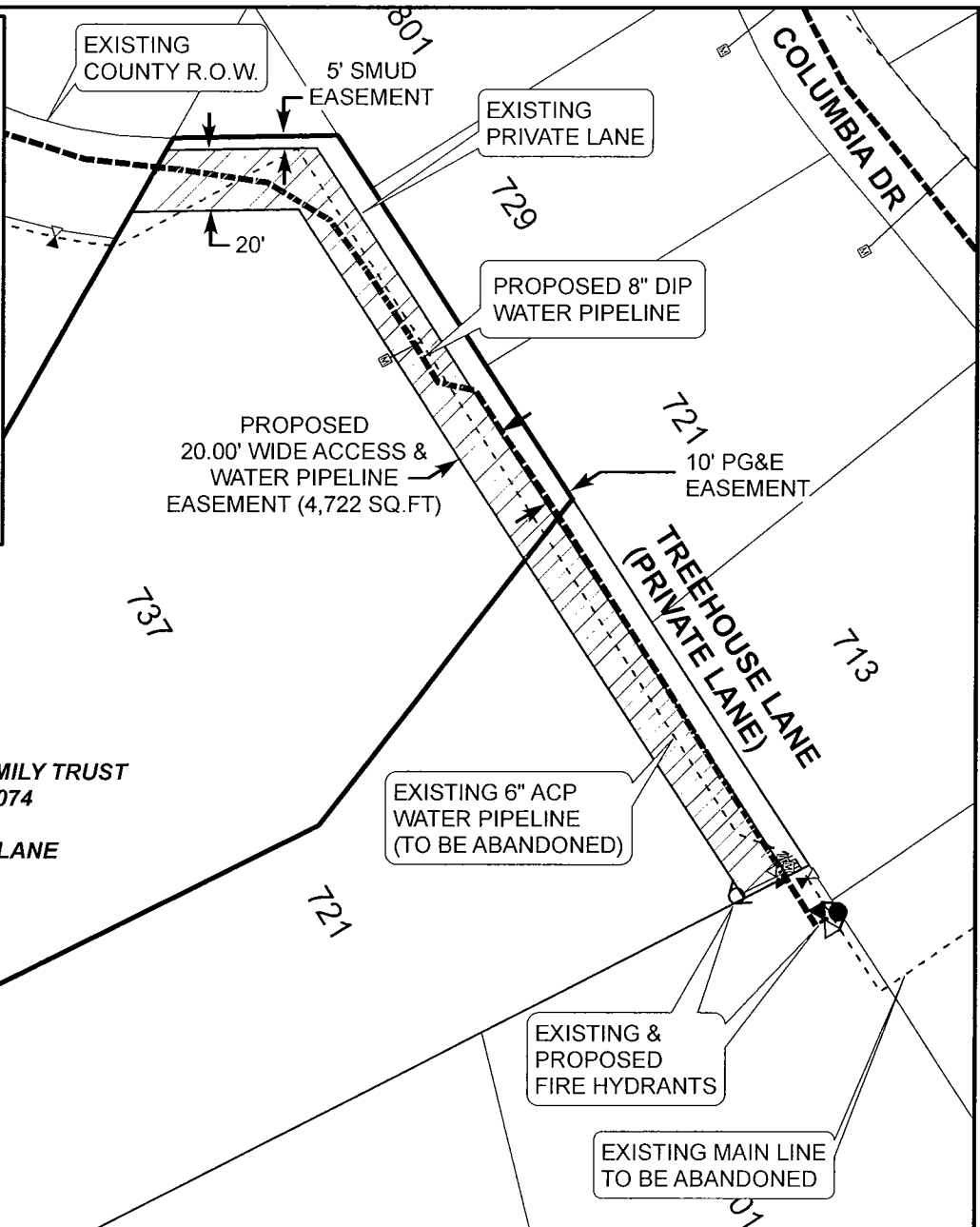
**AREA WEST ENGINEERS, INC.**  
ENGINEERING - SURVEYING - PLANNING  
7478 SANDALWOOD DRIVE, SUITE 400  
CITRUS HEIGHTS, CA 95621  
(916) 725-5551 (916) 725-5808 (FAX)  
AWE@AREAWESTENG.COM

EXHIBIT 'B'  
20' WIDE ACCESS & WATER PIPELINE EASEMENT  
721 TREEHOUSE LANE  
292-0200-080  
COUNTY OF SACRAMENTO  
STATE OF CALIFORNIA

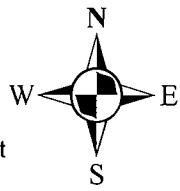
SCALE	
HORIZ.:	1" = 30'
VERT.:	NONE
DATE:	JAN, 2015

14041  
1 SHEET  
of 1

- Legend**
-  Service Point (Meter)
  -  Service Point (Curb-Stop)
  -  Steamer Hydrant
  -  Wharf Hydrant
  -  Butterfly Valve
  -  Gate Valve
  -  Distribution Main
  -  Transmission Main
  -  Abandoned Main
  -  Proposed Main



NO SCALE



Portion of Sacramento Suburban Water District

**Exhibit 2**

**NOT FOR RECORDING**

**737 Treehouse Lane**

**Proposed 20' Wide**

**Waterline Easement**

(Voting Division 5)



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: As Shown  
 Prepared by: DAV SSWD  
 Sacramento, Ca. June, 2015  
 Treehouse\_737\_2.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE EASEMENT DOCUMENTS



## Facilities & Operations Committee

### Agenda Item: 4

**Date:** July 15, 2015

**Subject:** Grant of Easement and Right of Way - 1020 Jonas Avenue

**Staff Contact:** David Espinoza, Associate Engineer

#### **Recommended Committee Action:**

Receive report from District staff on the acquisition of a water line easement (WLE) at 1020 Jonas Avenue. Direct staff to present acquisition to the full Board, together with a Committee recommendation on acceptance, at the August 17, 2015, regular Board Meeting.

#### **Background:**

At the October 20, 2014, Board Meeting the subject easement was brought before the Board as an Action Item. The item was pulled from the agenda at the request of Director Schild due to the width of the proposed easement and the fact that it did not meet the District's standard of a minimum of 20' easement. Staff has been working with the developer for several months to try and resolve this issue.

#### **Discussion:**

The District received the grant of easement and right of way for new water facilities located at The Bridge at Jonas Subdivision at 1020 Jonas Avenue (see Location Map, Exhibit 1). The project is within Division 5 of the Sacramento Suburban Water District service area.

The two acre parcel has been being subdivided in order to accommodate 11 single family homes along a private street, Bridges Court. Bridges Court will also serve as a Public Utilities Easement (PUE). The developer installed a new 8-inch water main along Bridges Court and connected the main to an existing 8-inch water main on Jonas Avenue. The 8-inch main was installed through one private lot in order to connect to an existing dead end main at the end of Sienna Lane and loop the existing and new water mains. While not necessary, as the new 8-inch main will be connected to the District's distribution system off of Jonas Avenue, the ability to loop the new 8-inch main through the private lot will improve fire flows, and water reliability/water quality, which in turn reduces operating costs. The 8-inch main was placed in the proposed easement located on Lot 10. The dedicated easement is not the District's standard 20-foot width. Lot 10 will be surrounded by a 5-foot and 10-foot PUE along its northern and eastern property lines to accommodate dry utilities (see Map of Lot 10, Exhibit 2). The Developer is dedicating a 15-foot WLE along Lot 10's western property line and a 10-foot WLE

along Lot 10's southern property line. Access to the easement can be obtained from the end of both Sienna Lane and Bridges Court (see Proposed Water Easement, Exhibit 3). Exhibit 3 shows the entire length of the existing water main from Morse Avenue and eventually connecting with the new water main at the western end at Jonas Avenue. As can be seen, without the new water main on Lot 10, the two water mains would not connect and the District would be left with two dead end mains with blow off valves. The development of The Bridge at Jonas Subdivision provides an opportunity for the District to eliminate an existing dead end main by looping the system. Although the proposed WLE is limited to 15 and 10 feet in width, staff believes access to the easement and water main is sufficient considering it only crosses one lot and the lot is adjacent to two streets and PUEs at both ends of the proposed WLE. Furthermore, in a typical repair for a backyard main, District staff would use a 36-inch wide Takeuchi mini excavator to conduct the excavation and minimize impairment to personal property.

Further research into the adjacent parcels has discovered a 5-foot Right of Way (ROW) adjacent to the proposed 10 foot WLE along the southern property line also shown on Exhibit 2 and 3. The 5-foot ROW is shown on the "Map of Sierra Heights Vista", recorded June 24, 1942, in Book 22 of Maps, Map no. 26, records of Sacramento County. Along the southern property line, the combined easement and right of way width would be 15 feet. The combined Right of Way and easement width encompassing the District's water main will be 15 feet for the entire length crossing Lot 10.

An alternative solution would be to reject the easement dedication and direct staff to end the new water main at the end of Bridges Court. This would result in an additional dead end main in the District's system. Staff has utilized water modeling software to determine the available flow for fire suppression. The water model confirmed that minimum water flow would be available, making this a viable option.

Allowing the Developer to proceed with the installation of the infrastructure prior to the easement being approved by the Board was a major oversight on the part of staff. Under recent District procedures, the practice of approving a developer project with a signed easement ready for recording, but not yet approved by the Board, was an accepted practice by a predecessor district and was apparently selectively continued by District staff.

Since the October 2014 Board meeting, the General Manager has directed staff not to approve developer projects that involve easements, until the easements have been approved by the Board. Steps are now in place to ensure no construction activity related to the installation of infrastructure is conducted on private property until such time that an easement is both dedicated and approved by the Board. A development project flow chart has been prepared to show developers the necessary steps for project approval, including Board approval of easements. Likewise, for District CIP projects, a project planning/design checklist is being prepared that will not allow the project to proceed to construction until easements are approved by the Board.

Changes to the District's Improvement Standards and Technical Specifications were recently presented to the Facilities & Operations Committee. Specific changes included authorizing the General Manger to approve an easement of less than 20-feet on a case by case basis. One of

these circumstances might be a side or back-yard easement, such as this one, where it is sometimes problematic to obtain a 20-foot easement. Given the circumstances and the limited space on Lot 10, staff is requesting the committee's concurrence on accepting the proposed easement. The proposed changes to the Improvement Standards and Technical Specifications were presented to the Board at the June 15, 2015 meeting and staff is currently in the process of finalizing the document for the General Manager's review and approval.

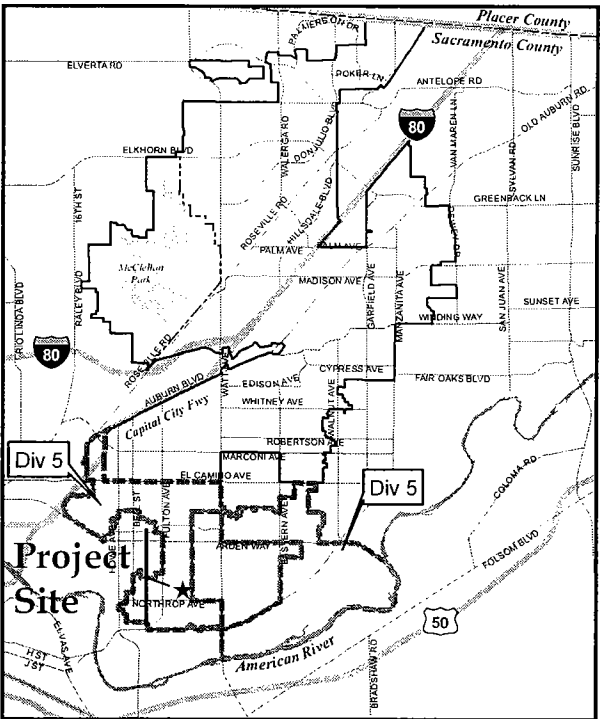
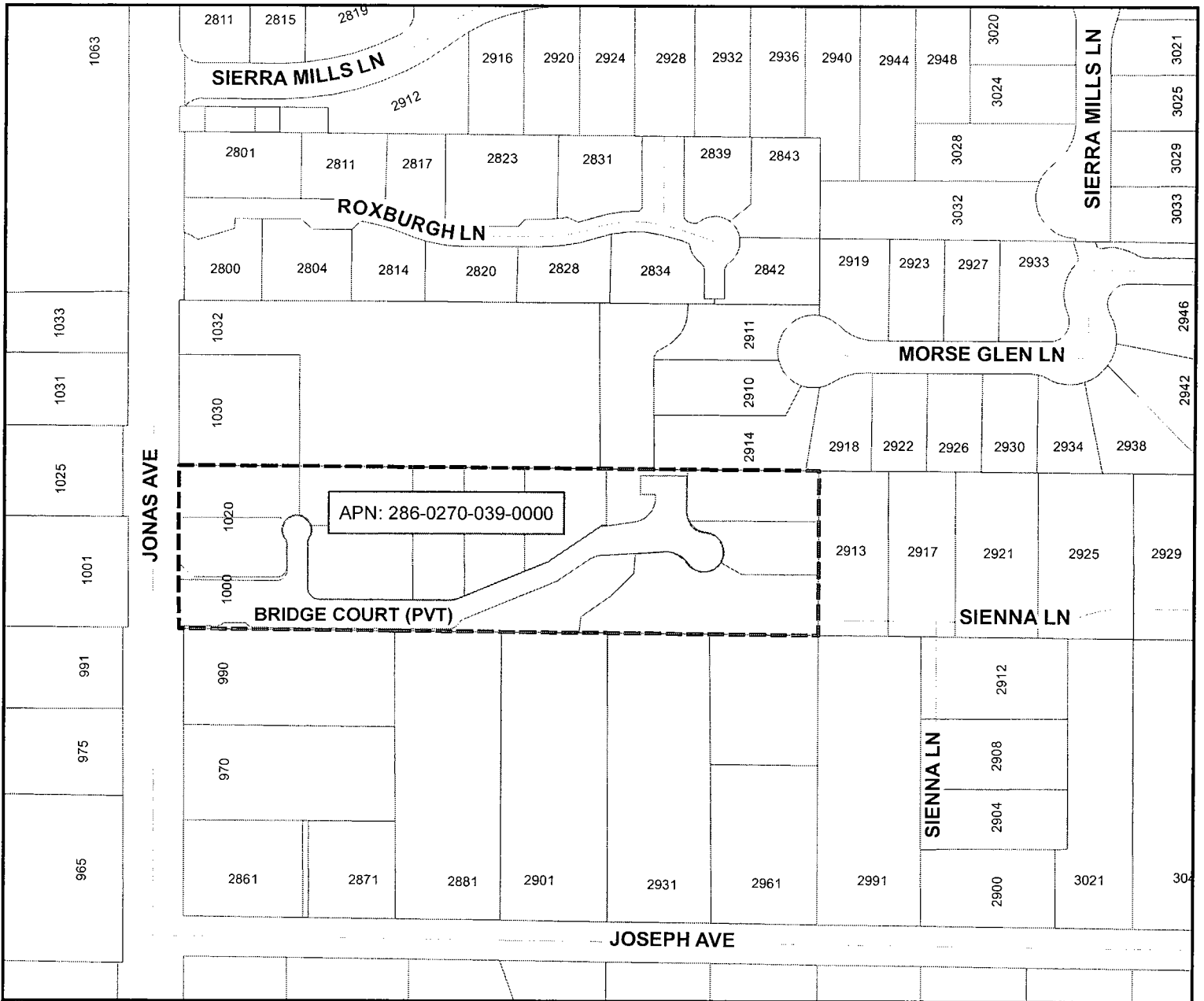
**Fiscal Impact:**

There is no additional fiscal impact to the District if the proposed 15-foot and 10-foot easement is accepted at this time. The costs incurred up until October 20, 2014, when the Board first received the request for approval, have been captured through plan review fees. Due to Board request for additional staff review, costs have been incurred from October 20, 2014, to date. A number of District staff has provided assistance. These additional staff costs will be quantified and incorporated into general administration overhead.

**Strategic Plan Alignment:**

Facilities and Operations – 2.B. Monitor and improve the District's efficiencies in operating and maintaining system infrastructure.

The proposed easement allows the District the right to access the new water main and facilities for maintenance of the infrastructure and operation of the system. The improved fire flows and water quality is a benefit for District customers.



MAP NOT TO SCALE

Portion of Sacramento Suburban Water District

**EXHIBIT 1**

**NOT FOR RECORDING**

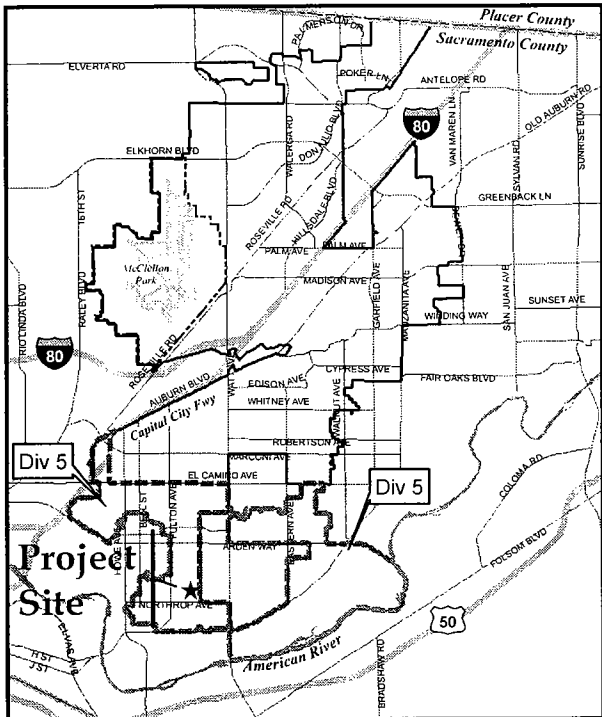
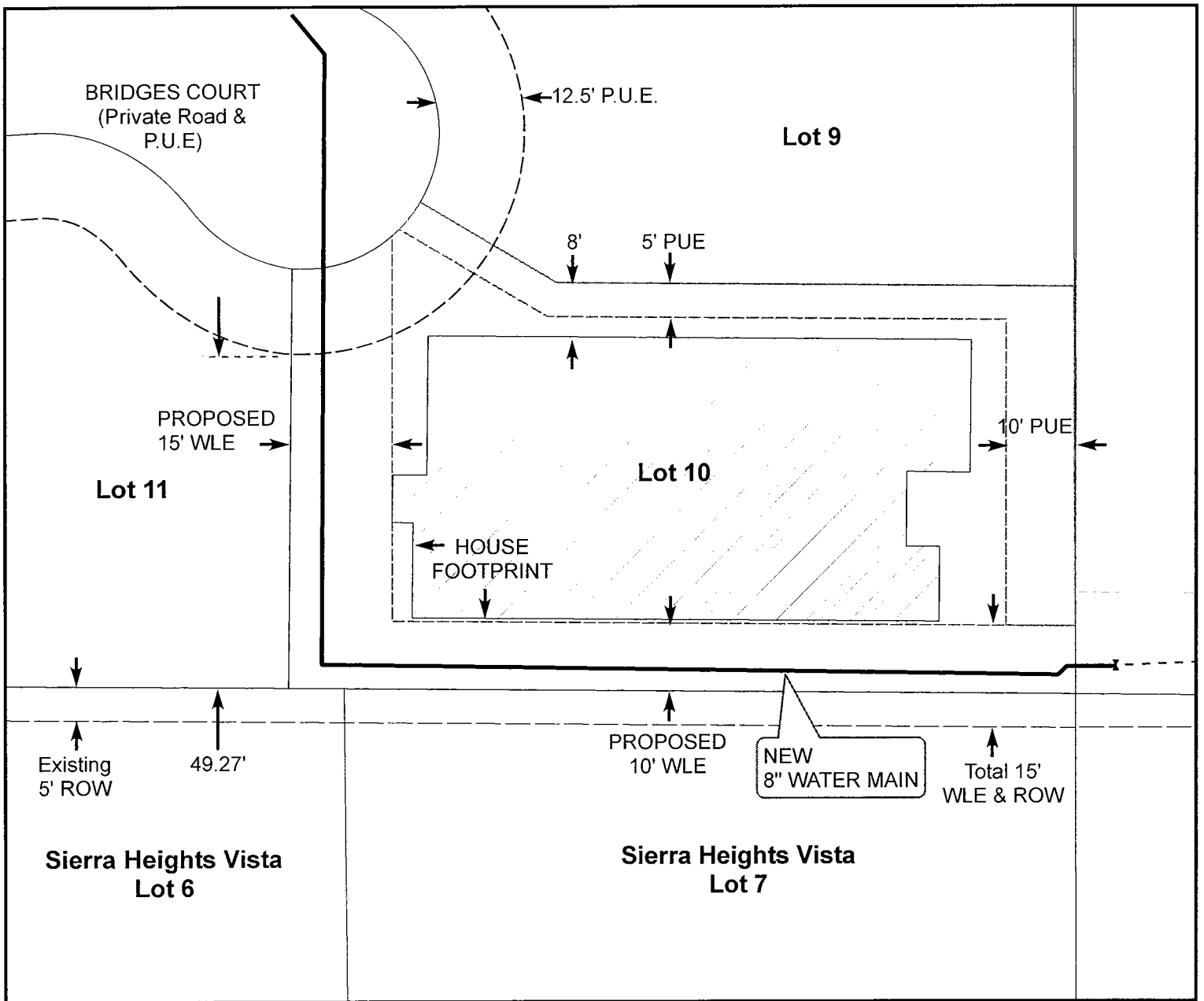
**Location Map**  
**of**  
**1020 Jonas Avenue**

(Voting Division 5)

**SACRAMENTO SUBURBAN WATER DISTRICT**

Base Data: Sacramento County Gis Base Map  
Projection: CA State Plane 2, NAD83  
Scale: No Scale  
Prepared by: DAV, SSWD  
Sacramento, CA - October 2014  
Jonas\_1020\_Loc.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE EASEMENT DOCUMENTS



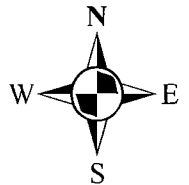
MAP NOT TO SCALE

Portion of Sacramento Suburban Water District

**EXHIBIT 2**

**NOT FOR RECORDING**

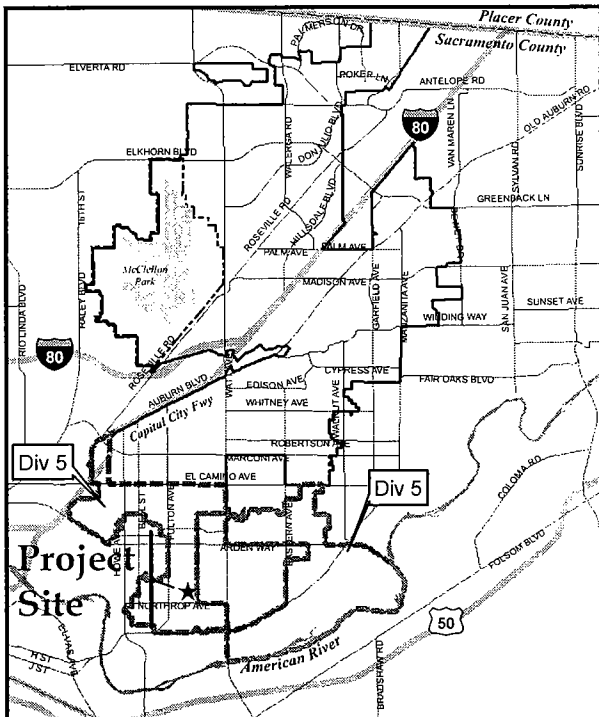
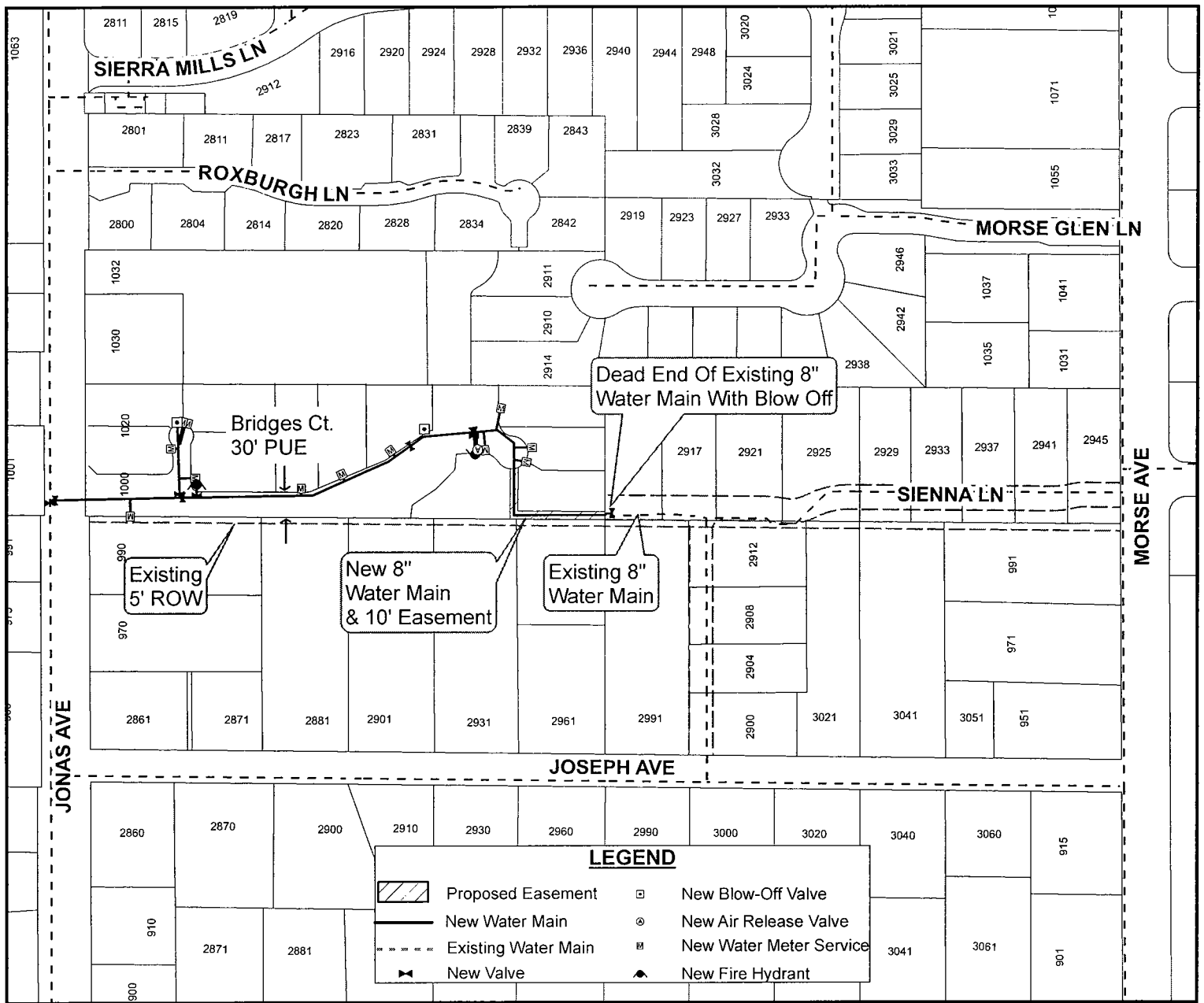
**Map of Lot 10  
at  
1020 Jonas Avenue  
(Voting Division 5)**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2014  
 Jonas\_12012014.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE EASEMENT DOCUMENTS





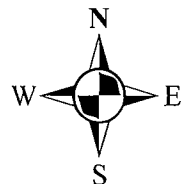
MAP NOT TO SCALE

Portion of Sacramento Suburban Water District

**EXHIBIT 3**

**NOT FOR RECORDING**

**Map of Proposed Easement  
at  
1020 Jonas Avenue  
(Voting Division 5)**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2014  
 Jonas\_1020\_ESMT-12012014.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE EASEMENT DOCUMENTS



## Facilities & Operations Committee

### Agenda Item: 5

**Date:** July 16, 2015

**Subject:** Surface Water Supply of Former Northridge Water District

**Staff Contact:** Dan York, Assistant General Manager

#### **Recommended Committee Action:**

Receive report on 9,023 acre feet (af) of surface water supply of the former Northridge Water District (NWD), and direct staff as appropriate.

#### **Background:**

Upon request of Director Wichert, staff has been working with the City of Sacramento staff to resolve current uncertainties regarding the 9,023 af of surface water supply that the former NWD had contracted.

The City of Sacramento (City) entered into an agreement with the former Northridge Water District on January 31, 1980, under which the City granted NWD the right, subject to specified conditions, to divert up to 9,023 af per year from the American River for use within the portion of service area of NWD, referred to as Area D. The conditions specified in the agreement were not fulfilled. The City has not acknowledged or admitted whether or not the agreement remains a valid or binding agreement.

Per the agreement, there were two areas in question that may have forfeited the agreement. The areas in question are listed below:

**Operative Date:** The operative date of the agreement was the first day of the calendar year in which NWD diverted any water under the agreement, but no later than January 1, 1982. Water was never diverted under the agreement.

**Time of Payment:** NWD was required to pay twice annually. It is unknown at this time if NWD provided payments to the City, or when it ceased making payments.

#### **Discussion:**

District staff has met with City staff to discuss the 9,023 af of surface water supply to determine if it can be reallocated to SSWD. The City has brought to staff's attention a few of their questions/concerns, which are listed below:

- Is the agreement valid or binding: If NWD failed to divert water, no later than January 1, 1982, the agreement would be void.
- The City has no record of receiving payments from NWD.
- The City has no record of NWD receiving Bureau approval of the agreement and State Board approval for a new point of diversion.

Due to the questions/concerns listed above, the City informed staff that if the District wishes to move forward with this issue, they recommend a meeting be scheduled between City and SSWD legal counsel to determine if there are any legal issues that may hinder the process.

In addition to the above, staff would like to examine the possibility of utilizing the Area D water rights in the District's North Service Area (NSA). However, aside from determining if the 9,023 af is valid, there are obstacles in the attempt to utilize the Area D water in the NSA. The first obstacle is conveyance restrictions. There are a small number of District intraties between the NSA and SSA that are restricted in size that decreases the capacity to transfer water between the two service areas. The other obstacle is the SSA is currently fluoridated and the NSA is un-fluoridated.

**Fiscal Impact:**

The fiscal impact is unknown at this time. If staff is directed to proceed with addressing the City's questions/concerns, legal counsel fees and potential arears for back payment NWD did not incur per the agreement if it is determined the agreement is still valid.

**Strategic Plan Alignment:**

Water Supply, 1.B. Provide for the long-term future needs of the District through prudent planning that will ensure sufficient capacity to serve all customers.

Water Supply, 1.D. Manage the District's water supplies to ensure their quality and quantity.

If the District were to secure additional water supply, and utilize Area D water in both the NSA and SSA, this could potentially benefit the customers in terms of water supply reliability.



## Facilities & Operations Committee

### Agenda Item: 6

**Date:** July 17, 2015

**Subject:** Joint Defense and Cost Sharing Agreement to Preserve and Protect American River Water Supplies

**Staff Contact:** Rob Roscoe, General Manager

#### **Recommended Committee Action:**

Receive report on the Joint Defense and Cost Sharing Agreement.

#### **Background:**

The Sacramento Area Water Forum Agreement (WFA) contemplated the co-equal goals of safe and reliable water supply and protection of the environmental values of the lower American River (LAR). A number of local water purveyors reliant on American River supplies have been working cooperatively to adhere to those co-equal goals in the face of a number of external threats. The past four drought years has amplified those threats as Folsom releases through 2015 have lowered lake elevations to the point of potentially day-lighting drinking water intakes in the fall. The resulting drastic reduction of reservoir releases impacted downstream diverters on the LAR who were concerned with proper functioning of diversion structures at such low river flows. It is generally believed that retooling of the LAR flow standard to include a Folsom carry-over storage requirement would provide both a more reliable local water supply and additional assurance of fishery needs, both flow and temperature.

The District has participated in prior JDAs to assist in protecting a reliable water supply pertaining to its 26,064 acre feet of American River water supply.

#### **Discussion:**

Currently, the water purveyors interested in this include the County Water Agencies of Sacramento and Placer Counties, the Cities of Sacramento, Roseville and Folsom, and San Juan and Sacramento Suburban Water Districts. These entities have determined that risks to local water reliability are significant enough that administrative proceedings or litigation may result. Technical expertise and analysis is required to inform legal recommendations. Such analysis is performed in a more cost-effective manner through cooperative agreements such as the attached Joint Defense and Cost-Sharing Agreement (JDA).

The purpose of the prior JDA was to cooperate on efforts to protect such parties' water rights and water supplies, and to facilitate such parties' analysis, review, and comment on proposals,

Joint Defense and Cost Sharing Agreement to Preserve and Protect American River Water Supplies

July 17, 2015

Page 2 of 2

including the Bay Delta Conservation Plan, that could affect those water rights and water supplies. The prior JDA provided for a cost share component to cover the cost of technical work in support of the prior agreement. The California Department of Water Resources has concluded its work on the Bay Delta Conservation Plan and has abandoned it in favor of the “California Water Fix” and “EcoRestore.” The parties to the prior JDA desire to provide a process to continue to cooperate on efforts to preserve and protect American River water rights and water supplies, and to provide funding to support that continued process, which may include parties that did not participate in the prior JDA. A copy of the Agreement is attached as Exhibit 1.

**Fiscal Impact:**

No agencies total obligation to fund any portion of the consultants’ work on matters contemplated by this Agreement shall exceed \$50,000. The cost ceiling is within the General Manager’s spending authority for outside consulting services.

**Strategic Plan Alignment:**

Water Supply, 1.B. Provide for the long-term future needs of the District through prudent planning that will ensure sufficient capacity to serve all customers.

Water Supply, 1.D. Manage the District’s water supplies to ensure their quality and quantity.

Protecting the District’s water supplies for future needs is a benefit to its customers and the region.

## EXHIBIT 1

### JOINT DEFENSE AND COST-SHARING AGREEMENT TO PRESERVE AND PROTECT AMERICAN RIVER WATER SUPPLIES

This Agreement is entered into by and among the undersigned (individually a “Party” and collectively the “Parties”) listed in the signature blocks hereto and made effective on August 1, 2015.

#### RECITALS

A. The Cities of Folsom, Roseville and Sacramento, the Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District previously entered into a Joint Defense Agreement entitled “Joint Defense Agreement and Expert Cost-Sharing Agreement Re: Development of a Strategy to Preserve and Protect American River Water Supplies,” with an effective date of December 15, 2013 (Prior JDA). The purpose of the Prior JDA was to cooperate on efforts to protect such parties’ water rights and water supplies, and to facilitate such parties’ analysis, review, and comment on proposals, including the Bay Delta Conservation Plan, that could affect those water rights and water supplies. The Prior JDA provided for a cost share component to cover the cost of technical work in support of the prior agreement. The California Department of Water Resources has concluded its work on the Bay Delta Conservation Plan and has abandoned it in favor of the “California Water Fix” and “EcoRestore.” The parties to the Prior JDA desire to provide a process to continue to cooperate on efforts to preserve and protect American River water rights and water supplies, and to provide funding to support that continued process, which may include parties that did not participate in the Prior JDA. The parties that entered into the Prior JDA desire to conclude efforts under the Prior JDA while maintaining the privileges provided thereunder.

B. The Parties desire to cooperate on efforts to protect their water rights and water supplies, and to analyze, review, and comment on various proposals that could affect or impair those water rights and water supplies. Those proposals include, but are not limited to, the California Water Fix, EcoRestore, the State Water Resources Control Board’s (“SWRCB”) development of amendments to the Bay-Delta Water Quality Control Plan (“WQCP”) and implementation of any such amendments, the Bureau of Reclamation’s (“Reclamation”)

development of the OCAP remand environmental impact statement and the Central Valley Project (“CVP”) Municipal and Industrial Shortage Policy, the development and implementation of biological opinions for Reclamation’s operation of the CVP and the Department of Water Resources’ operation of the State Water Project and the Water Forum’s Lower American River flow management standard. The Parties also desire to cooperate on efforts to protect water stored in Folsom Reservoir from being depleted as a result of the unauthorized diversion or use of water. One or more of the aforementioned proposals, or demands on Folsom Reservoir, may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect their rights, by jointly pursuing technical work to, among other things, provide comment on the aforementioned proposals and/or allow the Parties to understand the nature of the demand on water stored in Folsom Reservoir, particularly in dry years.

C. The Parties desire to: (i) establish joint defense arrangements to engage consultants to undertake studies and other technical work necessary in support and furtherance of legal advice to protect the Parties’ water rights and water supplies, and to analyze, review and comment on the above proposals and any others that could affect their water rights, water supplies, and water stored in Folsom Reservoir; and (ii) establish cost-sharing arrangements for related consultant work and expenses;

D. Through this Agreement, the Parties desire to govern their payment of consultant costs and fees and other costs arising from their cooperative efforts related to all the matters described above. The Parties desire to confirm their common interests in maintaining a joint defense and to allow them to continue to share information related to those activities, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law.

E. The Parties' activities under this Agreement may have multiple phases and the Parties desire that this Agreement be sufficiently flexible to allow for different cost-sharing and management arrangements for different phases of work.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Cost-Sharing. The Parties acknowledge that Placer County Water Agency ("PCWA") has developed and continues to develop technical work concerning the operating proposals for Folsom Reservoir and other work associated with water supplies in the American River basin. The Parties desire to share in the costs of this work and in the costs of additional work that will likely be required as part of the Parties' activities related to the matters referred to in Recital B, above. The Parties' respective percentage shares of the costs and fees for work under this Agreement shall be determined by the Steering Committee, except that the amount that PCWA pays consultants for work on matters contemplated by this Agreement between July 1, 2015 until the Steering Committee determines an appropriate cost share shall be treated as a credit against PCWA's share. No Party's total obligation to fund any portion of the consultants' work on matters contemplated by this Agreement shall exceed \$50,000 without a further approval by that Party's governing body or an employee with authority to approve a proposed additional expenditure.

2. Steering Committee; Retention and Direction of Consultants.

(a) Steering Committee. The Parties will each appoint a representative to a Steering Committee, which will manage and make decisions for the Parties concerning work by consultants under this Agreement and matters related to executing strategy and policy matters approved by the Parties. The Steering Committee generally will meet at least once a month during this Agreement's term. The Steering Committee may vote by e-mail provided that all Steering Committee members are included in the circulation list for those e-mails. The Steering Committee will develop proposed scopes of work and budgets for work by the consultants for



matters contemplated by this Agreement. These decisions may involve integrating consultants' work under this Agreement into larger Sacramento Valley or other efforts related to the California Water Fix, EcoRestore, the SWRCB's Bay-Delta proceedings, as well as other Delta-related proceedings.

(b) Retention, Direction and Compensation of Consultants. The Parties will jointly authorize one or more of the Parties' legal counsel to employ consultants to perform scopes of work as approved by the Steering Committee and subject to all necessary governing body approvals and arrangements provided in this Agreement and also subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by a Party or its counsel will not prevent that consultant from performing work for another Party on matters not included in scopes of work authorized under this Agreement. The Parties, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to their respective shares as established by the Steering Committee.

(c) Steering Committee Management of Consultants' Work. The Steering Committee will manage all work by consultants by considering and approving task orders within the approved scope of work. The agreement of all Steering Committee members shall be necessary to approve a consultant's scope of work and budget under this Agreement, and any amendments thereto. The Steering Committee will ensure that its communications with consultants comply with this Agreement's confidentiality arrangements. Provided that all Parties' legal counsel are included on the relevant communications, Steering Committee members may have direct contact with consultants and consultants may circulate information and drafts directly to Steering Committee members.

(d) Limitation on Scope of Consultant Work. The Parties acknowledge that PCWA has retained MBK Engineers (MBK) and Cardno to conduct technical work on various matters, such as PCWA's petition to the SWRCB to extend the time for PCWA to expand its application of water to beneficial use under PCWA's water-right permits for the Middle Fork Project. Except as PCWA may agree: (i) this Agreement does not apply to that other work conducted by MBK or Cardno for PCWA; and (ii) the other Parties, whether through the Steering Committee or otherwise, shall not have any control over that other work conducted by MBK or Cardno.

(e) MBK Work Under Separate Agreement. The Parties acknowledge that MBK has been and may in the future be retained by certain Parties to perform work on the American and/or Sacramento Rivers, including work that relates to on-going disputes between some Parties, including pending water-right filings by the El Dorado Water and Power Agency (of which El Dorado Irrigation District is a member). All Parties agree that MBK's retention under this Agreement shall not affect MBK's ability to work for, including without limitation the provision of testimony on behalf of, some Parties under separate agreements, and that no Party hereto obtains by this Agreement any right to object to, interfere with or access work done by MBK under separate agreement.

3. Cost-Sharing Upon Addition of Parties. A new Party may be added to this Agreement with: (i) approval by all members of the Steering Committee, and (ii) a written commitment by the new Party to pay its proportionate share of all of the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants, including work already performed under the applicable scope or scopes of work. Upon the addition of a new Party to the Agreement, that new Party's share, and the shares of the pre-existing Parties, of any costs and fees incurred in relation to the applicable scope or scopes of work will be as determined by the Steering Committee prior to the new Party's admission into this Agreement.

4. Withdrawal and Cost-Sharing. Any Party may withdraw from this Agreement at any time; provided, however, in the event that a Party withdraws after the Steering Committee has authorized consultants to proceed with certain scopes of work and related task orders, the withdrawing Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Party's withdrawal. Written notice of withdrawal shall be sent to all members of the Steering Committee. A withdrawing Party shall not receive any Joint Defense Materials (as defined in Section 7) produced after the date of its written notice of withdrawal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that written notice of withdrawal.

5. Term. This Agreement shall remain in effect until either of the following events occurs: (a) a majority of the Parties withdraw from the Agreement; or (b) the Steering Committee votes, by a two-thirds majority, to terminate this Agreement.

6. Billing Procedures. For all approved scopes of work by consultants under this Agreement, the Steering Committee shall designate an administering Party to have the responsibility for collecting and managing each Party's contribution of funds to pay for that work; processing invoices submitted by the consultants pursuant to the approved scopes of work and budgets; preparing invoices to the Parties based on the shares specified in Section 1 or any future cost-sharing allocation approved by the Parties; and for maintaining an accurate accounting of this administration of funds. The administering Party shall receive no remuneration for performing this function. The Parties will make payments on invoices presented by an administering Party within 30 days of the date of the specific invoice.

7. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine, joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the Parties or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

(b) The Parties will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Parties and their employees and contractors as well as any counsel and consultants retained by the Parties, or on behalf of the Parties, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals.

(c) Any Joint Defense Materials shared or transmitted by or between Parties should be clearly designated with the label “CONFIDENTIAL: JOINT DEFENSE MATERIALS” or a substantially similar label referencing “joint defense.” However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.

(d) Each Party shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.

(e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Parties, a Party will not disclose to non-Parties any Joint Defense Materials that it has received from another Party.

(f) Each Party shall notify the Party that generated any Joint Defense Materials and all remaining Parties of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Party becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that Party shall promptly notify the Party that generated the materials and all remaining Parties. The purpose of these notifications is to provide the Party that generated the Joint Defense Materials or any remaining Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the Parties is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the Parties that any sharing of Joint Defense Materials among themselves is reasonably necessary for the accomplishment of the Parties’ common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Parties is in reliance on this Agreement and the protections

that arise from the Parties' common interests related to the matters described in Recital B to this Agreement.

(i) If a Party withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the Party received or sent during the time period when that Party was a party to this Agreement, including without limitation the duty to maintain those Materials' confidentiality under Section 7(b).

(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

8. Attorney-Client Relationships. Parties are represented by their respective legal counsel in connection with the above-referenced proceedings. A Party's legal counsel will not have an attorney-client relationship with any other Party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the Parties' cooperative efforts on the above-described proceedings. Similarly, no legal counsel will have a duty of loyalty or confidentiality to any Party to this Agreement other than that legal counsel's specific client(s), and consequently, no Party may seek to disqualify the legal counsel for another Party as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts under this Agreement.

9. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

10. Entire Agreement. This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the Parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original irrespective of the date of the execution, and said executed counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement. To ensure that each Party has a full copy of this Agreement, upon a Party's initial execution of this Agreement, that Party shall transmit a copy of its signature to its legal counsel, who shall transmit copies of that copy to all other legal counsel under this Agreement.

12. Notices. All notices and other communications required to be given to a Party under the terms of this Agreement (a) shall be in writing; (b) shall be personally delivered, sent via first class mail, or transmitted by facsimile or email with confirmation of receipt; and (c) shall be directed to such Party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such Party may hereafter designate by notice in accordance with this Section.

13. Pursuant to Paragraph 5 of the Prior JDA, the undersigned Parties that are signatory to the Prior JDA hereby terminate the Prior JDA, while preserving all privileges for information shared under the Prior JDA.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Defense and Cost-Sharing Agreement to Preserve and Protect American River Water Supplies.

CITY OF ROSEVILLE

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

///  
///  
///  
///  
///

CITY OF SACRAMENTO

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

PLACER COUNTY WATER AGENCY

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

SACRAMENTO COUNTY WATER AGENCY

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

SACRAMENTO SUBURBAN WATER DISTRICT

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

SAN JUAN WATER DISTRICT

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

///  
///  
///

CARMICHAEL WATER DISTRICT

By: \_\_\_\_\_  
[Name]  
[Title]  
[Notice information]

**Approved As To Form:**

CITY OF SACRAMENTO  
James C. Sanchez, City Attorney

By: \_\_\_\_\_  
Joe Robinson  
Senior Deputy City Attorney

SOMACH SIMMONS & DUNN  
A Professional Corporation

By: \_\_\_\_\_  
Daniel Kelly  
Attorneys for Placer County Water Agency,  
Sacramento County Water Agency, and Carmichael Water District

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Robert Schmitt  
City Attorney

BARTKIEWICZ KRONICK & SHANAHAN

By: \_\_\_\_\_  
Ryan S. Bezerra  
Attorneys for City of Roseville,  
Sacramento Suburban Water District, and San Juan Water District



CITY OF FOLSOM, A Municipal Corporation:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evert W. Palmer, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Saunders, City Clerk

Date

\_\_\_\_\_  
James W. Francis, CFO/ Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Yasutake,  
Environmental & Water Resources Director

Date

\_\_\_\_\_  
Bruce C. Cline, City Attorney

Date