

## GRATON CSD & FORESTVILLE WATER DISTRICT MUTUAL AID AND SHARED SERVICES AGREEMENT

This Mutual Aid and Shared Services Agreement (“Agreement”) is made and entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, (“Forestville”) and the GRATON COMMUNITY SERVICES DISTRICT (“Graton”) (collectively referred to as the “Parties”) with reference to the following:

Whereas, the Parties wish to enter into an agreement to provide mutual aid to each other and to establish a cooperative framework for both routine and non-routine collaboration, including emergency response, operational support, resource sharing, and efficiency initiatives related to the operation, maintenance, and administration of their wastewater, drinking water and recycled water systems; and

Whereas, the Parties will assign representatives from both District’s to form ad-hoc sub-committees for the purpose of identifying needs and benefits, sharing resources and providing such mutual aid; and

Whereas, the Parties intend to meet as needed, through each Parties’ **standing** sub-committees, to effectuate their mutual purposes and objectives as provided below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Graton and Forestville agree as follows:

### I. Purpose/Objective

The purpose of this Agreement is to establish a cooperative framework under which the Forestville and Graton may share resources, services, personnel, facilities, infrastructure, and expertise to enhance operational efficiency, service reliability, regulatory compliance, financial sustainability, and cost effectiveness.

This Agreement authorizes both emergency and non-emergency collaboration, including but not limited to shared staffing, operational and administrative services, joint purchasing, shared use of facilities, recycled water storage and reuse, and development of shared or allocated revenue streams to an extent deemed mutually beneficial.

### II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

**Major Disruption:** An event, condition, or circumstance—whether emergency or non-emergency in nature—including natural disasters, equipment failure, staffing shortages, regulatory constraints, or operational limitations that materially affect a Party’s ability to operate its wastewater, drinking water or recycled water systems.

Requesting Party: Party requesting assistance with an event arising in that party's jurisdiction.

Responding Party: Party to whom a request for assistance with a sanitary sewer overflow event is made.

Sanitary Sewer Overflow Event: The imminent or actual occurrence of sewage overflows from any part of a wastewater collection and/or treatment system operated by either party that discharges sewage or partially treated wastewater onto the ground, and/or into a surface water or storm water system in violation of regulatory requirements.

Shared Services: means ongoing or periodic non-emergency services provided by one Party to the other pursuant to this Agreement, including staffing, operations services, on-call coverage, accounting and other administrative services, purchasing, equipment sharing, or facility use.

### III. Scope of Agreement/Work

Any party to this Agreement may request mutual aid or cooperative assistance from any other party to this Agreement to support emergency response, routine operations, or other non-routine conditions arising in either party's respective jurisdiction or as deemed mutually beneficial. The nature of assistance will vary depending on the circumstances of the request but may include mutual aid in the form of personnel, equipment or systems and processes. In the event mutual aid is desired, the following process shall generally be followed:

### IV. Requests for Mutual Aid. All requests for aid shall be directed to staff of the respective jurisdictions pursuant to this agreement.

Response to a Request for Mutual Aid. Providing aid in response to the other party's request is voluntary and at the sole discretion of the Responding Party based on need and availability to provide aid. Mutual aid does not transfer the responsibility of all parties for protecting their own constituency and jurisdiction. Under this agreement, Parties shall not be liable to any other party, or be considered to be in breach of or default under this Agreement, for denying a request to respond.

Upon receiving a request for aid, the Responding Party shall:

1. Determine whether or not personnel and/or equipment is available to respond and let the Requesting Party know, as soon as possible.
2. Assign and dispatch any required personnel and/or equipment.

### 3. Operational Command and Control.

- a. Emergency Aid: Under the provisions of this agreement, the overall responsibility for operational command and control of mutual aid in response to an emergency, remains with the Requesting Party. The Responding Party is responsible for the care and custody of its own personnel and equipment. Responding Party personnel assigned to provide mutual aid assistance will remain the Responding Party's responsibility for purposes of workers compensation laws and benefits.
- b. Shared Services and Cooperative Activities. The Parties may engage in Shared Services and cooperative activities under this Agreement by mutual written consent, including through board-approved resolutions, exhibits, or addenda, without requiring further amendment of this Agreement. Shared Services provided under this subsection are not limited to emergency events or Major Disruptions and may be implemented independently of any such event.

4. Requests to Borrow Vehicles and/or Equipment. Borrowing party may make a request to borrow vehicles and/or equipment from the other party, subject to the terms of this Agreement based on availability. During the loan period, if vehicle(s) and/or equipment is needed by the loaning party, the borrowing party shall relinquish custody back to the loaning party.

5. Training in the use of loaned equipment shall be provided to ensure proper usage. Costs for training, including staff time, shall be reimbursed to the loaning party.

#### V. Staffing, Labor & On-Call Coverage

Personnel providing services under this Agreement shall remain employees of their respective employing Party, and nothing herein shall be construed to create a joint employer, partnership, or agency relationship. Each employing Party shall remain solely responsible for wages, benefits, workers' compensation coverage, and compliance with applicable labor laws for its employees. Nothing in this Agreement is intended to effectuate a permanent consolidation of staffing or services between the Parties. Any future agreement for long-term contracted services or formal consolidation of staffing or services beyond the shared services expressly authorized under this Agreement shall be addressed through a separate written agreement approved by the Parties.

1. On-call coverage and staffing assistance may be provided under this Agreement. The Parties may establish a shared or rotating on-call coverage arrangement for the mutual benefit of both Districts. Such on-call coverage may be provided without invoicing or reimbursement between the Parties, provided that each Party determines the arrangement, serves a valid public purpose and does not impair its ability to serve its own jurisdiction. Either Party may modify or suspend its participation upon reasonable notice.
2. Recycled Water Storage, Use & Revenue. The Parties may cooperate in the storage, treatment, conveyance, sale, or beneficial reuse of recycled water, including storage at

either Party's facilities, subject to applicable regulatory approvals. Nothing herein obligates either Party to provide a specific volume, duration, or level of recycled water service absent a separate written approval by both Boards. Pricing, cost allocation, and revenue sharing associated with recycled water shall be established on a project-specific basis by written agreement or exhibit approved by both Boards.

3. Accounting & Administrative Services. Parties may provide accounting, billing, payroll, or administrative services on behalf of the other if deemed mutually beneficial. Within this agreement, each Party retains independent budget and rate-setting authority. Any change to this will require the establishment of a new agreement specific to the accounting or administrative services requested.

#### VI. Reimbursement for Assistance

Unless otherwise agreed in writing, the Requesting Party shall reimburse the Providing Party for reasonable costs incurred in providing such services. The Requesting Party shall have reasonable audit rights related solely to services provided under this Agreement, and the Providing Party shall maintain adequate records to support such services.

The Responding Party shall track and account for all labor, equipment and other direct costs associated with providing mutual aid or shared services under this Agreement. Unless otherwise provided herein or agreed to in writing, the Responding Party may submit its expenses to the Requesting Party within thirty (30) days of the applicable event, service period, or billing cycle. Notwithstanding the foregoing, certain Shared Services, including shared or rotating on-call coverage, may be provided without reimbursement where expressly authorized under this Agreement or by mutual determination of the Parties.

Equipment Damage: Each party shall be responsible for any repair and/or damage done to its own vehicles or equipment as a result of participation in a mutual aid incident, except when damage is as a result of the other party's negligence.

#### VII. Method of Payment

Where reimbursement is required under this Agreement, payment shall be made by the Requesting Party within thirty (30) days of receipt of a properly detailed expense invoice from the Responding Party, unless otherwise agreed in writing.

#### VIII. Indemnification

To the fullest extent permitted by law, each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees, directors, and volunteers from and against any and all claims, injuries, damages, losses, liabilities, or suits, including reasonable attorneys' fees, arising out of or in connection with the Indemnifying Party's performance of its responsibilities under this Agreement, except to the

extent such claims, injuries, or damages are caused by the negligence, gross negligence, or willful misconduct of the other Party.

IX. Dispute Resolution

In the event of any dispute, the Parties shall first attempt to resolve the issues through mediation prior to filing any action in court.

X. No Joint Board

This Agreement does not create a joint board or separate legal entity.

XI. Duration of Agreement

This Agreement shall be effective for three (3) years unless otherwise terminated in the manner described under the termination section of this Agreement or extended by mutual written agreement of the Parties.

XII. Termination of Agreement

This Agreement may be terminated upon sixty (60) days' notice to the other Party using the method of notice provided for in this Agreement.

XIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements, oral or otherwise, with respect to the subject matter addressed herein.

XIV. Notice

Any notice required under this Agreement shall be to the party at the mailing address, telephone number, and/or email address listed below and shall become effective three days following the date of deposit in the United States Postal Service, except that an emailed request for aid, and a written response to the request, is effective on the day of receipt. Any notice given by telephone shall be reduced to writing and either mailed or emailed to the other party within one business day of the request. A response to such notice made by telephone shall be reduced to writing and either mailed or emailed to the other party within one business day of the response.

FORESTVILLE WATER DISTRICT  
PO Box 261  
Forestville, CA 95436  
(707) 887-1551

GRATON COMMUNITY SERVICES DISTRICT  
PO Box 534  
Graton, CA 95444  
(707) 823-1542

XV. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as set forth below. The Parties' signatures verify that they have read, understand, acknowledge, and agree to all terms of this Agreement.

FORESTVILLE WATER DISTRICT

By: Matt McDermott

Title: Chair of the Board of Directors

Date:

GRATON COMMUNITY SERVICES DISTRICT

By: Jennifer Butler

Title: President of the Board of Directors

Date:

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Whereas, the Parties will assign representatives from both Districts to form ad-hoc sub-committees for the purpose of identifying needs and benefits, sharing resources and providing such mutual aid; and

Whereas, the Parties intend to meet as needed, through each Parties’ ad-hoc sub-committees, to effectuate their mutual purposes and objectives as provided below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Graton and Forestville agree as follows:

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The purpose of this Agreement is to establish a cooperative framework under which the Forestville and Graton may share resources, services, personnel, facilities, infrastructure, and expertise to enhance operational efficiency, service reliability, regulatory compliance, financial sustainability, and cost effectiveness.

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- IV. Requests for Mutual Aid. All requests for aid shall be directed to the President/Chair of the Board and Management Consultant of the respective jurisdictions pursuant to this agreement. Management Consultant shall notify the entire Board of any request for mutual aid as quickly as practicable.

Response to a Request for Mutual Aid. Providing aid in response to the other party's request is voluntary and at the sole discretion of the Responding Party based on need and availability to provide aid. Mutual aid does not transfer the responsibility of all parties for protecting their own constituency and jurisdiction. Under this agreement, Parties shall not be liable to any other party, or be considered to be in breach of or default under this Agreement, for denying a request to respond.

Upon receiving a request for aid, the Responding Party shall:

1. Determine whether or not personnel and/or equipment is available to respond and let the Requesting Party know, as soon as possible.
2. Assign and dispatch any required personnel and/or equipment.

3. Operational Command and Control provisions are established below.
  - a. Emergency Aid: Under the provisions of this agreement, the overall responsibility for operational command and control of mutual aid in response to an emergency, remains with the Requesting Party. The Responding Party is responsible for the care and custody of its own personnel and equipment. Responding Party personnel assigned to provide mutual aid assistance will remain the Responding Party's responsibility for purposes of employment, pay, workers compensation laws and benefits.
  - b. Shared Services and Cooperative Activities. The Parties may engage in Shared Services and cooperative activities under this Agreement by mutual written consent, including through board-approved resolutions, exhibits, or addenda, without requiring further amendment of this Agreement. Shared Services provided under this subsection are not limited to emergency events or Major Disruptions and may be implemented independently of any such event.
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arrangement serves a valid public purpose and does not impair its ability to serve its own jurisdiction. Either Party may modify or suspend its participation upon reasonable notice.

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to writing and either mailed or emailed to the other party within one business day of the response.

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FORESTVILLE WATER DISTRICT

By: Matt McDermott

Title: Chair of the Board of Directors

Date:

GRATON COMMUNITY SERVICES DISTRICT

By: Jennifer Butler

Title: President of the Board of Directors

Date: