

RESOLUTION NO. 2010-511

Adopted by the Sacramento City Council

August 24, 2010

THE FY2010/2011 INTER-AGENCY COST-SHARE AGREEMENT FOR THE WATER FORUM SUCCESSOR EFFORT

BACKGROUND

- A. The City-County Office of Metropolitan Water Planning (CCOMWP) was formed by the City and Sacramento County in 1991 to administer and coordinate the Water Forum process. Until January 1, 1998, the CCOMWP was financially supported by a 50/50 split by the City's Water Fund and the County's Water Agency (Zone 13).
- B. Since January 1, 1998, the following local government entities have agreed to cost-share the tasks needed for completion and implementation of the Water Forum Agreement: Sacramento County, City of Sacramento, City of Roseville, City of Folsom, Placer County Water Agency, Sacramento Municipal Utility District, San Juan Water District in Placer County, and El Dorado County Water Agency.
- C. The Water Forum Agreement, signed in late 1999 through early 2000, included a mechanism for the Water Forum Successor Effort (WFSE) to ensure implementation of the Agreement over the next three decades. The WFSE is being administered under the auspices of the CCOMWP. The WFSE continues the interest-based collaborative process successfully used to develop the Water Forum Agreement.
- D. The proposed FY2010/2011 Budget of the Water Forum Successor Effort (WFSE) is \$937,785. Sufficient funds for the City of Sacramento's cost share of \$271,221 are available in the FY2010/2011 Metropolitan Water Planning Budget (Water Fund 6005) adopted by the City Council on June 22, 2010 as part of the FY2010/2011 Department of Utilities Operating Budget.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute the Interagency Agreement for Cost-Sharing the FY2010/2011 Budget of the Water Forum Successor Effort in the amount of \$937,785.

Section 2. Exhibit A is part of this Resolution.

Table of Contents:

Exhibit A: Cost-Sharing Agreement

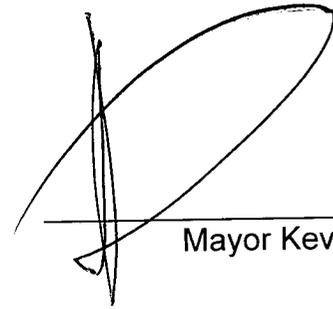
Adopted by the City of Sacramento City Council on August 24, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.

A handwritten signature in black ink, consisting of a large, stylized loop and a vertical stroke, positioned above a horizontal line.

Mayor Kevin Johnson

Attest:


Shirley Concolino, City Clerk

Interagency Agreement
For Cost-Sharing the FY2010-2011
Budget of the
Water Forum Successor Effort

THIS AGREEMENT is made and entered into on July 1, 2010 by and among Sacramento County; Sacramento County Water Agency; City of Roseville; City of Folsom; Placer County Water Agency; San Juan Water District, and the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort).

The parties to this agreement, in consideration of the mutual obligations set forth herein, agree as follows:

Section I.

Cost-Sharing: The cost-sharing partners of the Water Forum identified below have each agreed to pay a pro-rata amount of the total costs for funding the Water Forum Successor Effort (hereinafter referred to as "WFSE") activities (based upon their number of active water connections as of December 31, 2009, or a negotiated amount), as set forth below for the period of July 1, 2010 to June 30, 2011.

| <u>Cost-Sharing Partners</u> | <u>Cost Share Amounts</u> |
|--|---------------------------|
| Sacramento County - Zone 13 | \$489,865 |
| City of Sacramento | 271,221 |
| City of Roseville | 78,800 |
| City of Folsom | 38,888 |
| Placer County Water Agency | 20,440 |
| Sacramento Municipal Utility District | 15,284 |
| San Juan Water District in Placer County | 13,909 |
| El Dorado County Water Agency | 9,378 |
| Total | \$937,785 |

Section II.

Reimbursement: The Sacramento City-County Office of Metropolitan Water Planning (hereinafter referred to as "CCOMWP") shall administer all consultant agreements and other expenses incurred during FY2010-2011 for the WFSE. The parties agree to reimburse the CCOMWP for their share of such costs, up to the amount set forth for each party in Section 1, above, within 30 days after receipt of invoices.

On behalf of the CCOMWP, the City of Sacramento Finance Department will invoice each cost-sharing partner at the beginning of each fiscal year quarter, except in those instances where the cost-sharing partners have mutually agreed to be invoiced in another time period (i.e. one annual invoice). It is understood and agreed that although this agreement only pertains to reimbursement for costs incurred during the period from July 1, 2010 to June 30, 2011, the WFSE will extend past June 30, 2011. Any reimbursement of costs incurred by CCOMWP after June 30, 2011 would be governed by a new or amended cost-sharing agreement.

Section III.

Sacramento Municipal Utility District and the El Dorado County Water Agency: Sacramento Municipal Utility District (SMUD) and the El Dorado County Water Agency (EDCWA) have entered into separate agreements with the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort) to pay their share of the costs identified in Section II, above, up to the amounts set forth for SMUD and EDCWA, respectively, in Section 1, above.

Section IV.

Changes in Terms: Any changes in the terms of this agreement shall be approved by all parties and shall be effective when reduced to writing and signed by all parties.

Section V.

Indemnity: Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its or their officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.

Section VI.

Independent Contractors: All contractors employed during any phase of the Water Forum Successor Effort are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum Successor Effort are and will remain employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Sacramento County Water Agency,
an agency created pursuant to the Sacramento County Water Agency Act

By: _____

Date: _____

Print Name: _____

Title

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____
County Counsel

ATTEST:

By: _____

Date: _____

Print Name: _____
Clerk of the Sacramento
County Water Agency

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Sacramento County

By: _____

Date: _____

Print Name: _____

Title

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____
County Counsel

ATTEST:

By: _____

Date: _____

Print Name: _____
Clerk of the Board of Supervisors

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Sacramento, a municipal corporation

By: _____ Date _____

Print Name: _____

Title: _____

For: Gus Vina, Interim City Manager

APPROVED AS TO FORM:

By: _____ Date _____

Print Name: _____
Deputy City Attorney

ATTEST:

By: _____ Date _____

Print Name: _____
City Clerk

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Roseville, a municipal corporation

By: _____ Date: _____

Print Name: _____
City Manager

ATTEST:

By: _____ Date: _____

Print Name: _____
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____

Print Name: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By _____ Date: _____

Print Name: _____
Environmental Utilities Director

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Folsom, a municipal corporation

By: _____ Date: _____

Print Name: _____
City Manager

APPROVED AS TO CONTENT:

By: _____ Date: _____

Print Name: _____
Director of Utilities

APPROVED AS TO FUNDING:

By: _____ Date: _____

Print Name: _____
Director of Finance

APPROVED AS TO FORM:

By: _____ Date: _____

Print Name: _____
City Attorney

ATTEST:

By: _____ Date: _____

Print Name: _____
City Clerk

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Placer County Water Agency

By: _____ Date: _____

Print Name: _____
Chair, Board of Directors

ATTEST:

By: _____ Date: _____

Print Name: _____
Clerk, Board of Directors

APPROVED AS TO FORM:

By: _____ Date: _____

Print Name: _____
Agency Counsel

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

San Juan Water District

By: _____ Date: _____

Print Name: Shauna Laurance
General Manager