

RESOLUTION NO. 2011-488

Adopted by the Sacramento City Council

August 23, 2011

FY2012-14 INTER-AGENCY FUNDING AGREEMENT WITH THE EL DORADO COUNTY WATER AGENCY FOR SUPPORT OF THE WATER FORUM SUCCESSOR EFFORT

BACKGROUND

- A. The Sacramento City-County Office of Metropolitan Water Planning (CCOMWP) was formed by the City of Sacramento and Sacramento County in 1991 to administer and coordinate the Water Forum process.
- 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.
- D. The Approved FY2011/2012 Revenue Budget of the Water Forum Successor Effort (WFSE) in Fund 7103 is \$900,857. The El Dorado County Water Agency has agreed to continue to provide support equal to approximately 1% of the total projected revenue budget (\$9,009 in Fiscal Year 2012), and to continue this funding through Fiscal Year 2014.

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

- Section 1. The City Manager or the City Manager's designee is authorized to execute a Funding Agreement with the El Dorado County Water Agency for cost-sharing the FY2012-14 Fund 7103 Revenue Budgets of the Water Forum Successor Effort, in the amount of \$9,009 for FY 2012.
- Section 2. Exhibit A is part of this Resolution.

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Exhibit A: Funding Agreement

Adopted by the City of Sacramento City Council on August 23, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

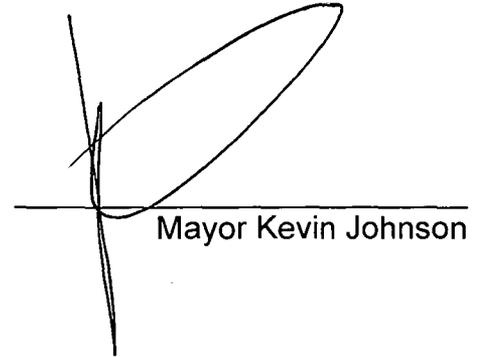
Abstain: None.

Absent: None.

Attest:



Shirley Concolino, City Clerk



Mayor Kevin Johnson

**FUNDING AGREEMENT
FOR FISCAL-YEARS 2011-2012, 2012-2013 AND 2013-2014
OF THE WATER FORUM PROCESS**

THIS FUNDING AGREEMENT (hereinafter "Agreement") is entered into on _____, 2011, between El Dorado County Water Agency, hereinafter "Agency" (on behalf of itself, Georgetown Divide Public Utility District and El Dorado Irrigation District, hereinafter collectively referred to as the "El Dorado Interests"), and the City of Sacramento, hereinafter "City" (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum).

Agency and City hereby agree as follows:

1. Agency shall pay City the amount of \$9,009 (Nine-thousand, nine dollars) to fund activities by the Water Forum from July 1, 2011 to June 30, 2012 on behalf of the El Dorado Interests. This funding represents 1% of the Water Forum's fiscal year 2011-2012 revenue budget. This payment shall be made within 30 days after the execution of this agreement by both parties, or as otherwise agreed by the parties.
2. Agency further agrees, for Fiscal-Years 2012-2013 and 2013-2014, to provide funding for activities by the Water Forum in each such fiscal year in an amount that is at least as much as Agency's Fiscal-Year 2011-2012 funding level specified in Paragraph 1, above, subject to the following conditions:
 - a. The amount of funding provided by Agency under this Agreement for Fiscal-Years 2012-2013 and 2013-2014 shall not exceed the sum appropriated for this purpose in the approved Agency budgets for each of these fiscal years, respectively. In the event of an adoption of a future Agency budget that does not provide the required funding or if the Agency Board of Directors in its sole discretion shall in the course of a given year for financial reasons eliminate the Agency budget item under which the Water Forum is to be compensated, then upon written notice thereof from Agency to City, this Agreement shall be deemed to be canceled in its entirety subject to payment of authorized services performed prior to cancellation.
 - b. Agency shall pay City the Agency's funding for Fiscal-Years 2012-2013 and 2013-2014 as authorized herein within 30 days after the beginning of each Fiscal-Year, respectively.
3. Unless canceled pursuant to subparagraph 2(a) above, this Agreement may be terminated upon thirty (30) days' written notice by either party, subject to payment for authorized services performed before termination.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements or representations with respect to the subject matter herein. This

Agreement may be modified only by a writing signed by both parties. Signatories hereto represent and warrant that they are fully authorized to bind the parties to this Agreement. Executed as of the day and year first above stated.

EL DORADO COUNTY WATER AGENCY

Chair, Board of Directors

Date Signed

ATTEST:

Clerk of the Agency

Date Signed

APPROVED AS TO FORM:

Agency Counsel

Date Signed

CITY OF SACRAMENTO
A Municipal Corporation

Date Signed

Print or type name and title

APPROVED AS TO FORM:

Deputy City Attorney

Date Signed

ATTEST:

Sacramento City Clerk

Date Signed