



City of Sacramento City Council

6

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/15/2011

Report Type: Consent

Title: Agreement: Cost Sharing FY2011/2012 Water Forum Successor Effort

Report ID: 2011-00822

Location: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute an Interagency Agreement for cost sharing the funding for the FY2011/2012 Budget of the Water Forum Successor Effort (WFSE) in the amount of \$900,857. Under the agreement the City's Cost Share amount is \$263,047.

Contact: Sarah Foley, Program Manager, (916) 808-1997, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Metropolitan Water Planning

Dept ID: 14001051

Attachments:

- 1-Description/Analysis
- 3-Background
- 4-Resolution
- 5-Unexecuted Contract Cover
- 6-Interagency Agreement

City Attorney Review

Approved as to Form
Joe Robinson
9/28/2011 6:24:40 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/20/2011 10:37:09 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 9/28/2011 8:23:02 AM

Report-2011-00822	2
0-Table of Contents	2
1-Description Analysis	3
Share Amounts	4
3-Background	6
4-Resolution.docx	7
5-Unexecuted Contract Cover	9
6-Agreement	10
Cost Share	10
Amounts.....	10
Sacramento County Water Agency,.....	12
an agency created pursuant to the Sacramento County Water Agency Act.....	12
Sacramento County	13
City of Sacramento, a municipal corporation	14
Date	14
San Juan Water District	18

Description/Analysis

Issue: Under the current Interagency Agreement (C2001-005) governing operations of the Sacramento City-County Office of Metropolitan Water Planning (CCOMWP), funding for the Water Forum Successor Effort (WFSE) is provided by water suppliers who are signatory to the Water Forum Agreement in accordance with a cost-sharing agreement.

Policy Considerations: The Water Forum Agreement (C1999-222), approved in FY1999/00, included a mechanism for a Water Forum Successor Effort to ensure actual 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.

Environmental Considerations:

California Environmental Quality Act (CEQA): CEQA does not apply because approval of the proposed Resolution pertains to administrative activities that will have no significant effect on the environment [CEQA Guidelines Section 15061(b)(3)]; and that do not constitute a "project" for purposes of CEQA [CEQA Guidelines Section 15378(b)(2) and (b)(4)].

Sustainability Considerations:

Approval of the FY2011/2012 Water Forum Successor Effort Cost Share Agreement is consistent with the City of Sacramento's Sustainability Master Plan Goals.

Sustainability Goal No. 7 - Parks, Open Space and Habitat Conservation is promoted by the second co-equal objective of the Water Forum Agreement "To preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River."

Sustainability Goal No. 8 - Water Resources and Flood Protection is supported by the first co-equal objective of the Water Forum Agreement "To provide a reliable water supply for planned development to the year 2030."

Commission/Committee Action: The proposed revenue breakdown was approved by the Water Forum Coordinating Committee on 04/28/2011 and by the Water Forum Plenary on 05/05/2011. The CCOMWP budget based on the cost sharing was adopted by the Sacramento City Council on June 21, 2011.

Rationale for Recommendation: Approval of the FY2011/2012 Cost Share Agreement will support the continuing activities of the WFSE, consistent with the Water Forum Agreement.

Financial Considerations: Shared funding amounts are based on the number of water connections served by each entity. Exceptions to this arrangement are the

Sacramento Municipal Utility District (SMUD) and the El Dorado County Water Agency (EDCWA) which make negotiated annual contributions.

Sufficient funds for the City of Sacramento’s cost share offset of \$263,047 are available in the FY2011/2012 Department of Utilities Water Fund 6005.

Fund 7103 Revenue / Offset Breakdown	
	<u>Share Amounts</u>
<u>Cost-Sharing Partners</u>	
County of Sacramento – Zone 13 (encompassing the pro rata share of all the water districts in the unincorporated area and the cities of Citrus Heights, Rancho Cordova and Elk Grove)	\$464,652
City of Sacramento	263,047
City of Roseville	78,619
City of Folsom	36,824
Placer County Water Agency	19,390
Sacramento Municipal Utility District	15,911
San Juan Water District, (Placer County Service Area)	13,4045
El Dorado County Water Agency	<u>9,009</u>
Total :	\$900,857

Emerging Small Business Development (ESBD): No goods or services are being purchased as a result of this report.

Respectfully Submitted by: _____
 Tom Gohring, Executive Director
 City-County Office of
 Metropolitan Water Planning

Approved by: _____
 Dave Brent, Interim Director
 Department of Utilities

Recommendation Approved:

 John F. Shirey, City Manager

Table of Contents:

	Report	pg. 1
Attachments		
1	Background	pg. 4
2	Resolution	pg. 5



BACKGROUND

In the fall of 1991, the City Council and Board of Supervisors authorized the establishment of an independent Sacramento City-County Office of Metropolitan Water Planning (CCOMWP) and approved the Interagency Agreement (C1991-203) among the City, County, and County Water Agencies for the new entity. The Second Interagency Agreement (C2001-005) was approved by all three agencies on January 9, 2001.

The CCOMWP is responsible for staffing, administering, and coordinating the Water Forum. 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).

Since January 1, 1998, a number of local government entities (including the City of Sacramento) agreed to cost-share the tasks that needed to be completed prior to implementation of the Water Forum Agreement.

The Water Forum Agreement (C1999-222), approved in FY1999/00, included a mechanism for a Water Forum Successor Effort (WFSE) to ensure actual 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.

RESOLUTION NO.

Adopted by the Sacramento City Council

November 15, 2011

APPROVING THE FY2011/2012 INTER-AGENCY COST-SHARE AGREEMENT FOR 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. 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 FY2011/2012 Revenue Budget of the Water Forum Successor Effort (WFSE) is \$900,857. Sufficient funds for the City of Sacramento's cost share offset of \$263,047 are available in the FY2011/2012 Department of Utilities Water Fund 6005

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 FY2011/2012 Fund 7103 Revenue Budget of the Water Forum Successor Effort in the amount of \$900,857.
- Section 2. Exhibit A is part of this Resolution.

Table of Contents:

Exhibit A: Cost-Sharing Agreement



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



Interagency Agreement
For Cost-Sharing the FY2011-2012
Budget of the
Water Forum Successor Effort

THIS AGREEMENT is made and entered into on July 1, 2011 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, 2010, or a negotiated amount), as set forth below for the period of July 1, 2011 to June 30, 2012.

<u>Cost-Sharing Partners</u>	<u>Cost Share Amounts</u>
Sacramento County - Zone 13	\$464,652
City of Sacramento	263,047
City of Roseville	78,619
City of Folsom	36,824
Placer County Water Agency	19,390
Sacramento Municipal Utility District	15,911
San Juan Water District in Placer County	13,405
El Dorado County Water Agency	9,009
Total	\$900,857

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 FY2011-2012 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, 2011 to June 30, 2012, the WFSE will extend past June 30, 2012. Any reimbursement of costs incurred by CCOMWP after June 30, 2012 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: William Edgar, 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 Lorance,
General Manager