

## **RESOLUTION NO. 2011-616**

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

Adopted by the City of Sacramento City Council on November 15, 2011 by the following vote:

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

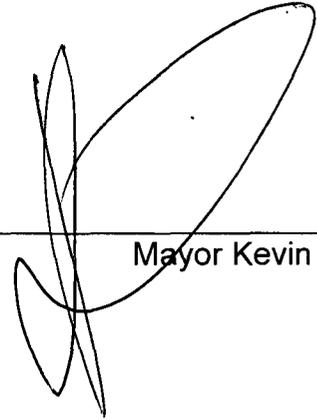
Noes: None.

Abstain: None.

Absent: None.

Attest:

  
Shirley Concolino, City Clerk

  
\_\_\_\_\_  
Mayor Kevin Johnson

**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
<b>Total</b>	<b>\$900,857</b>

**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 Lorange,  
General Manager