

**Interagency Agreement
For Cost-Sharing the Funding of the FY2006-2007 Budget of the
Water Forum Successor Effort**

THIS AGREEMENT is made and entered into on July 1, 2006 by and among the Sacramento County Water Agency; City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort), City of Roseville; City of Folsom; and San Juan Water District.

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 agreed to each pay a pro-rata share of the total costs of funding the Water Forum Successor Effort (hereinafter referred to as "WFSE") for FY2006-2007 (based upon their total number of water connections as of December 31, 2005, or a negotiated amount), as set forth below for the period of July 1, 2006 to June 30, 2007.

Cost-Sharing Partners	Share Amounts
Sacramento County Water Agency (Unincorporated area of Sacramento County, cities of Citrus Heights, Elk Grove and Rancho Cordova)	\$464,868
City of Sacramento	271,103
City of Roseville	73,171
City of Folsom	35,631
Placer County Water Agency	20,436
San Juan Water District (for that portion within Placer County)	13,966
Sacramento Municipal Utility District	13,398
El Dorado County Water Agency	9,016
TOTAL	\$901,589

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 the FY2006-2007 of the WFSE. The parties agree to reimburse the CCOMWP for their pro-rata share of such costs, up to the amount set

forth for each party in Section 1, above, within 30 days after receipt of invoices from CCOMWP. The CCOMWP 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 a shorter 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, 2006 to June 30, 2007, the WFSE will extend past June 30, 2007. Any reimbursement of costs incurred by CCOMWP after June 30, 2007 would be governed by a new or amended cost-sharing agreement.

Section III.

Sacramento Municipal Utility District, the El Dorado County Water Agency, and the Placer 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 pro-rata share of the costs identified in Section II, above, up to the amounts set forth for SMUD and EDCWA, respectively, in Section 1, above. Placer County Water Agency is also paying their cost share as specified above by separate arrangement.

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 Successor Effort are independent contractors. Contractor employees assigned to perform contract work related to the 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

Roberta MacGlasha

Date: September 7, 2006

CHAIR, BOARD OF SUPERVISORS

Title

APPROVED AS TO FORM:

Ray C. Lynn

County Counsel
County of Sacramento

Date: 09-08-06

ATTEST:

Cathy H. Turner

Clerk of the Sacramento County Water Agency

Date: 09-12-06

Section VII.

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This agreement is executed as follows:

County of Sacramento

Roberta MacGlashe

Date: September 7, 2006

CHAIR, BOARD OF SUPERVISORS

Title

APPROVED AS TO FORM:

Ray C. Lopez

Date: 09-08-06

County Counsel
County of Sacramento

ATTEST:

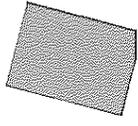
Cathy H. Turner

Date: 09-12-06

Clerk of the Board of Supervisors

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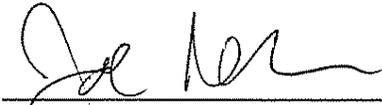


This agreement is executed as follows:

City of Sacramento,
a municipal corporation

APPROVED AS TO FORM:

By: _____



Deputy City Attorney

Print Name _____

Title: _____

For: Ray Kerridge, City Manager

ATTEST:

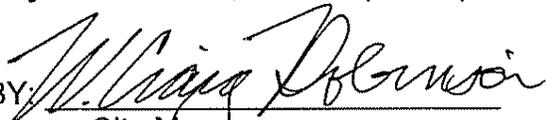
City Clerk

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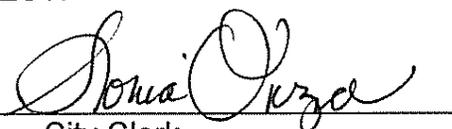
This agreement is executed as follows:

City of Roseville, a municipal corporation

BY: 
City Manager

Date: 6/23/06

ATTEST:

BY: 
City Clerk

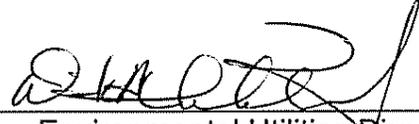
Date: 6/23/06

APPROVED AS TO FORM:

BY: 
City Attorney

Date: 6/13/06

APPROVED AS TO SUBSTANCE:

BY: 
Environmental Utilities Director

Date: 6/1/06

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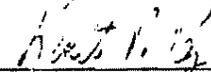
This agreement is executed as follows:

City of Folsom, a municipal corporation

BY: 
City Manager

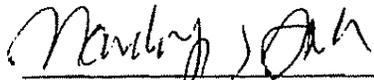
Date: 12/11/06

APPROVED AS TO CONTENT:


Director of Utilities

Date: 12/27/06

APPROVED AS TO FUNDING:


Director of Finance

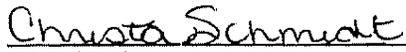
Date: 12/16/06

APPROVED AS TO FORM:


City Attorney

Date: 12/9/06

ATTEST:


City Clerk

Date: 12-12-06

Section VII.

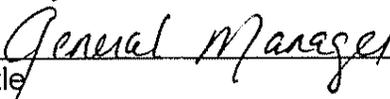
Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

San Juan Water District



Date: 5/30/06



Title