

**SACRAMENTO COUNTY WATER AGENCY  
CITY OF SACRAMENTO**

**MEMORANDUM OF UNDERSTANDING**

**SUPPORT SERVICES FOR CITY-COUNTY OFFICE OF  
METROPOLITAN WATER PLANNING (CCOMWP)  
ON BEHALF OF THE WATER FORUM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2007 by the SACRAMENTO COUNTY WATER AGENCY ("AGENCY"), a district organized under the laws of the State of California, and the CITY OF SACRAMENTO ("CITY"), a charter city entering into this MOU for the Sacramento City-County Office of Metropolitan Water Planning (CCOMWP) on behalf of the Water Forum.

**RECITALS**

WHEREAS, AGENCY has entered into a contract (the "Agreement") with an Engineering Consultant ("CONSULTANT") to provide professional services related to various Water Planning Projects, and a portion of these professional services will be for the purpose of providing technical support to CCOMWP for the Water Forum Successor Effort (WFSE); and

WHEREAS, AGENCY and CITY desire to enter into this MOU for the purpose of reimbursing AGENCY for the CCOMWP share of these Services, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, AGENCY and CITY agree as follows:

**I. SCOPE OF WORK**

- A. The scope of work for the portion of the CONSULTANT's services provided for the WFSE (the "Services") is set forth in CONSULTANT's proposal, which is attached hereto as Exhibit A and incorporated herein.
- B. AGENCY will be solely responsible for administering the Agreement, and CONSULTANT shall not be deemed to be a consultant, contractor, representative or agent of CITY for any purpose whatsoever.

**II. TERM**

This MOU shall be effective as of the date first written above and shall remain in force until all services covered by the Agreement have been completed, which is estimated to be June 30, 2007.

**III. COST SHARING**

Compensation due to CONSULTANT under the terms and conditions of the Agreement will be apportioned among the parties as follows:

- A. The total amount of the Agreement is One Hundred Thousand Dollars (\$100,000) inclusive of expenses.
- B. The total amount to be shared is One Hundred Thousand Dollars (\$100,000) which shall be apportioned as follows:
  - 1. AGENCY shall be responsible for 40% of the total paid to CONSULTANT by the AGENCY, not-to-exceed \$40,000.
  - 2. CITY shall reimburse AGENCY for 60% of the total paid to CONSULTANT by the AGENCY, not-to-exceed \$60,000.

<b>COMPENSATION SUMMARY</b>		
AGENCY-CONSULTANT Contract	\$100,000	
Cost Share Total	\$100,000	
	AGENCY (40%)	\$40,000
CCOMWP Reimbursement	CITY (60%)	\$60,000
<b>Balance payable by CITY to AGENCY</b>		<b>\$60,000</b>

- C. CITY's payments to AGENCY shall be made in arrears in proportion to the Services rendered for CCOMWP by CONSULTANT, not later than 30 days after receipt of quarterly invoices from the AGENCY.

**IV. NOTICE**

Any notice required hereunder shall be given by placing the notice in the United States mail, postage prepaid, and addressed in accordance with the provisions of this Section. Notice shall, unless the text of this MOU otherwise provides, be deemed to have been given on the date that the notice was placed in the mail in accordance herewith. Notices shall be sent to the addresses set forth below.

To AGENCY:

County of Sacramento  
 Department of Water Resources  
 Attn: Susan R. Purdin, CPA  
 827 7<sup>th</sup> Street, Room 301  
 Sacramento, CA 95814

To CITY:

City of Sacramento  
 City-County Office of Metropolitan  
 Water Planning (CCOMWP)  
 Attn: Sarah Foley  
 660 J Street, Suite 260  
 Sacramento, CA 95814

**V. COMPLIANCE WITH LAWS**

Agency shall require CONSULTANT to observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**VI. GOVERNING LAWS AND JURISDICTION**

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

**VII. LICENSES AND PERMITS**

AGENCY shall require CONSULTANT to possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Sacramento and all other appropriate governmental agencies.

**VIII. INDEMNIFICATION**

- A. CITY shall defend, indemnify and hold harmless AGENCY, its Board of Directors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to the performance of the MOU, caused in whole or in part by the negligent or wrongful acts or omissions of CITY'S officers, agents, employees, volunteers, consultants or contractors.
- B. AGENCY shall defend, indemnify, and hold harmless CITY, its officers, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or relating to the performance of this MOU or the Agreement, caused in whole or in part by the negligent or wrongful acts or omissions of AGENCY'S Board of Directors, officers, directors, agents, employees, volunteers, consultants (including the CONSULTANT) or contractors.
- C. It is the intention of AGENCY and CITY that the provisions of this Section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, consultants and contractors. It is also the intention of AGENCY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, consultants and contractors.

**IX. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days

advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

**X. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**XI. TERMINATION**

Either party may terminate this MOU in the event of a material breach by the other party. The party alleging the breach shall give written notice thereof to the party in breach, and the MOU shall terminate unless the breach is cured within thirty (30) days.

**XII. INTERPRETATION**

This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XIII. PRIOR AGREEMENTS**

This MOU constitutes the entire contract between AGENCY and CITY regarding the subject matter of this MOU. Any prior agreements, whether oral or written, between AGENCY and CITY regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

**XIV. DUPLICATE COUNTERPARTS**

This MOU may be executed in duplicate counterparts. The MOU shall be deemed fully executed when it has been signed by both parties.

**(SIGNATURE PAGE FOLLOWS)**

**SACRAMENTO COUNTY WATER AGENCY**, a district organized under the laws of the State of California

**CITY OF SACRAMENTO**, a municipal corporation

By \_\_\_\_\_  
Keith DeVore, Director  
Department of Water Resources  
Municipal Services Agency

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“AGENCY”

“CITY”

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Board of Directors of the Sacramento County Water Agency and signed by the Director under its authority.

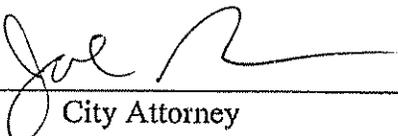
Attest:

By: \_\_\_\_\_  
City Clerk

Reviewed as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Deputy County Counsel

By:  \_\_\_\_\_  
City Attorney

Prepared by:

\_\_\_\_\_  
Terrie Squaglia  
Contract and Purchasing Services Division

**Attachment 1**

**CONSULTANT'S PROPOSAL**

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**SCOPE OF WORK - WATER FORUM**

Water Forum Successor Effort

1. Updated Lower American River (LAR) Flow Standard

Coordination with the LAR Consultant Team working on preparation of the Sacramento Water Resources Control Board (SWRCB) proposal on an ongoing basis.

2. Upstream Diversion Agreements

Continue working with the upstream purveyors and Reclamation on their diversion agreements. These agreements will be a part of the proposal that goes to the SWRCB on the LAR Flow management plan.

3. Sacramento River Water Reliability Study (SRWRS)

Placer County Water Agency (PCWA), Sacramento Suburban Water District, along with the cities of Sacramento and Roseville are investigating the reliability of a multi-agency diversion on the Sacramento River. The SRWRS is currently in the environmental development phase of this effort.

4. South Sacramento County Groundwater Management

In accordance with the Water Forum Agreement, provide staffing for and work with affected regional stakeholders to develop a groundwater management plan and governance structure for the south Sacramento county groundwater basin.

5. Land Use Procedure

Continue working on implementation of the procedure that was developed for this task. Complete the accounting for surface water and groundwater use and compare it to the current growth levels. Report the results of this effort to the Water Budget Committee. This work might be in conjunction with the development of the Water Accounting Framework

## Exhibit A

## 6. Dry Year Principles

During the drier and driest year types, information on the projected Folsom Reservoir unimpaired inflow will dictate when purveyors would need to switch all or some of their surface water supply to alternative sources. During this period (usually February through May) communication is extremely important.

## 7. Annual Report

The Water Forum Successor Effort (WFSE) is responsible for overseeing, monitoring and reporting on the implementation of the Water Forum Agreement (WFA). As a part of the Water Forum's Work Plan, it is identified that the WFSE will research, draft and issue to the stakeholders, the media and the public an annual report documenting all important developments pertaining to the implementation.

Miscellaneous ProjectsSacramento Municipal Utility District (SMUD)

SMUD has agreed to certain provisions that provide for reduction of surface water diversion from the Lower American River during dry years. Subsequently, all signatories to the WFA have agreed to endorse construction of SMUD's water dependant facilities. However, SMUD's Purveyor Specific Agreement includes concurrent requirements and conditions precedent to the diversion restrictions. If the conditions are not achieved, all signatories to the WFA agreed to meet and identify alternative means to meet SMUD's needs consistent with the two coequal objectives of the WFA.

**Attachment 2**  
**Sacramento County Water Agency**  
 Support Services for City County Office of Metropolitan Water Planning  
**Proposed Consultant Fee Estimate (6/26/2006)**

Task	Senior Company Officer (Pfecker)	Principal Engineer (Goetz)	Senior Professional (Faghta, Walker, Chen)	Professional (Hassan)	CAD/CADIST	Admin/Secretary/Flor	Total Hours
Hourly Rate	\$150	\$155	\$134	\$113	\$108	\$82	
Task 1. Work with Jim McCormack and Determine List of Unfinished Business							
1.1. Meetings and Phone Conversations with Jim McCormack and documentation of unfinished items	0	235	0	0	0	0	230
Task 2. Work with CEO of CCOMWP in Identifying the Go Forward Approach							
2.1. Meeting with CEO and Draft T&E Support Position Approach	0	120	0	0	0	0	120
Task 3. Identify Partnerships and People Whose Relationships Need to be Established or Maintained							
3.1. Identify key partnerships and on-going activities	0	75	0	0	0	0	75
Task 4. Understand "Next Step" Process							
4.1. Begin to build a timeline on approach to process	0	50	40	10	10	0	120
Task 5. General Support as Necessary							
5.1. Support CCOMWP Office as necessary	0	20	0	0	0	0	20
Project Management							
5.1. Support CCOMWP Office as necessary	0	10	0	0	0	0	10
5.2. Support CCOMWP Office as necessary	0	0	0	0	0	0	0
5.3. Support CCOMWP Office as necessary	0	0	0	0	0	0	0
5.4. Support CCOMWP Office as necessary	0	0	0	0	0	0	0
5.5. Support CCOMWP Office as necessary	0	0	0	0	0	0	0
ESTIMATED PROJECT TOTALS:	0	515	48	18	10	2	601

Task	Total Task Hours	Senior Company Officer (Pfecker)	Principal Engineer (Goetz)	Senior Professional (Faghta, Walker, Chen)	Professional (Hassan)	CAD/CADIST	Admin/Secretary/Flor	Total Cost
Hourly Rate								
Task 1. Work with Jim McCormack and Determine List of Unfinished Business								
1.1. Meetings and Phone Conversations with Jim McCormack and documentation of unfinished items	230	\$	\$ 35,550	\$	\$	\$	\$	\$ 38,065
Task 2. Work with CEO of CCOMWP in Identifying the Go Forward Approach								
2.1. Meeting with CEO and Draft T&E Support Position Approach	120	\$	\$ 18,500	\$	\$	\$	\$	\$ 19,860
Task 3. Identify Partnerships and People Whose Relationships Need to be Established or Maintained								
3.1. Identify key partnerships and on-going activities	75	\$	\$ 11,625	\$	\$	\$	\$	\$ 12,443
Task 4. Understand "Next Step" Process								
4.1. Begin to build a timeline on approach to process	120	\$	\$ 9,300	\$ 5,350	\$ 1,130	\$ 1,050	\$	\$ 20,234
Task 5. General Support as Necessary								
5.1. Support CCOMWP Office as necessary	20	\$	\$ 3,100	\$ 1,072	\$	\$	\$	\$ 6,516
Project Management								
5.1. Support CCOMWP Office as necessary	20	\$	\$ 1,550	\$	\$ 924	\$	\$ 164	\$ 2,638
5.2. Support CCOMWP Office as necessary	0	\$	\$	\$	\$	\$	\$	\$
5.3. Support CCOMWP Office as necessary	0	\$	\$	\$	\$	\$	\$	\$
5.4. Support CCOMWP Office as necessary	0	\$	\$	\$	\$	\$	\$	\$
5.5. Support CCOMWP Office as necessary	0	\$	\$	\$	\$	\$	\$	\$
ESTIMATED PROJECT TOTALS:	601	\$	\$ 79,925	\$ 6,432	\$ 2,094	\$ 1,080	\$ 164	\$ 99,916

Need: 1.) A \$2,000 cost for Deliverables is added to Task 5 under ODCs

Round to Even \$ 100,000

\$ 99,916      64,375 8 hr working days of JS time  
 Approx      3.21875 Months

8/23/2006 9:12 AM

SACRAMENTO COUNTY WATER AGENCY

RESOLUTION NO. WA-2673

BE IT RESOLVED AND ORDERED that the Chair of the Board of Directors hereby authorizes Keith DeVore, Director of the Department of Water Resources to execute on behalf of the SACRAMENTO COUNTY WATER AGENCY, a political subdivision of the State of California, A Memorandum of Understanding (MOU) with the City of Sacramento to pay for Support Services for the City County Office of Metropolitan Water Planning (CCOMWP).

On a motion by Director Dickinson, seconded by Director MacGlashan, the foregoing resolution was passed and adopted by the Board of Directors for the Sacramento County Water Agency this 16th day of January, 2007, by the following vote to wit:

q AYES: Directors, Dickinson, MacGlashan, Peters, Yee, Nottoli  
NOES: Directors, None  
ABSENT: Directors, None  
ABSTAIN: Directors, None



Don Nottoli  
Chair of the Board of Directors of the Sacramento County Water Agency, a district organized under the laws of the State of California

In accordance with Section 26103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 1/16/07

By: V. Proder  
Deputy Clerk/Board of Directors

ATTEST: Sandra Leahy  
Clerk of the Board of Supervisors of Sacramento County, California and Ex officio Secretary of the Board of Directors of the Sacramento County Water Agency

FILED

JAN 16 2007

BOARD OF DIRECTORS  
Cindy H. Turner  
By  
Clerk of the Board