

## Interagency Agreement For Cost-Sharing the Funding of the FY2007-2008 Budget of the Water Forum Successor Effort

**THIS AGREEMENT** is made and entered into on July 1, 2007 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; Placer County Water Agency; 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 FY2007-2008 (based upon their total number of water connections as of December 31, 2006, or a negotiated amount), as set forth below for the period of July 1, 2007 to June 30, 2008.

<b>Cost-Sharing Partners</b>	<b>Share Amounts</b>
Sacramento County Water Agency (Unincorporated area of Sacramento County, cities of Citrus Heights, Elk Grove and Rancho Cordova)	\$486,613
City of Sacramento	267,888
City of Roseville	74,573
City of Folsom	36,901
Placer County Water Agency	19,803
Sacramento Municipal Utility District	14,095
San Juan Water District (for that portion within Placer County)	13,890
El Dorado County Water Agency	9,203
<b>TOTAL</b>	<b>\$922,993</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 the FY2007-2008 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, 2007 to June 30, 2008, the WFSE will extend past June 30, 2008. Any reimbursement of costs incurred by CCOMWP after June 30, 2008 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 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.

### **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**

Don Nottoli

Date: August 7, 2007

Chair, Sacramento County Board of Supervisors  
Title

APPROVED AS TO FORM:

Ray C. Spurr  
County Counsel  
County of Sacramento

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

ATTEST:

Cathy H. Turner  
Clerk of the Sacramento County Water Agency

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

**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:

**County of Sacramento**

Don Nettoli

Date: August 7, 2007

Chair, Sacramento County Board of Supervisors  
Title

APPROVED AS TO FORM:

Ray Colson  
County Counsel  
County of Sacramento

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

ATTEST:

Credy H. Turner  
Clerk of the Board of Supervisors

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

**Section VII.**

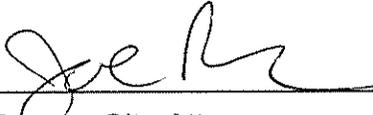
**Single Agreement**: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**City of Sacramento,**  
a municipal corporation

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Deputy City Attorney

Marty Hanneman, Assistant City Manager  
for Ray Kerridge, City Manager/August 15, 2007

For: Ray Kerridge, City Manager

ATTEST:

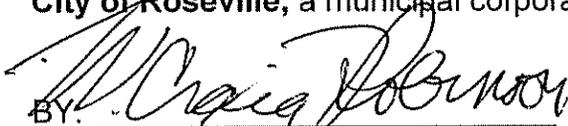
\_\_\_\_\_  
City Clerk

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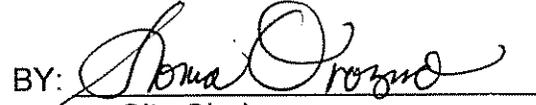
This agreement is executed as follows:

**City of Roseville, a municipal corporation**

BY:   
City Manager

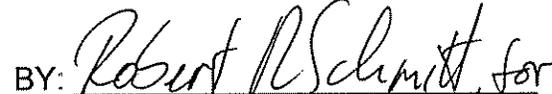
Date: June 21, 2007

ATTEST:

BY:   
City Clerk

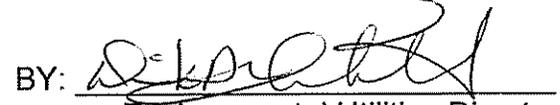
Date: June 21, 2007

APPROVED AS TO FORM:

BY:   
City Attorney

Date: June 21, 2007

APPROVED AS TO SUBSTANCE:

BY:   
Environmental Utilities Director

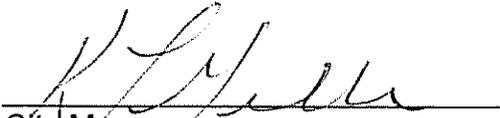
Date: June 21, 2007

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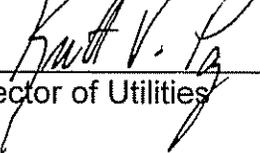
This agreement is executed as follows:

**City of Folsom**, a municipal corporation

BY:   
City Manager

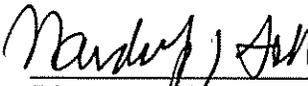
Date: 6-18-2007

APPROVED AS TO CONTENT:

  
Director of Utilities

Date: 05 June 2007

APPROVED AS TO FUNDING:

  
Director of Finance

Date: 6/12/07

APPROVED AS TO FORM:

  
City Attorney

Date: 6/14/07

ATTEST:

  
City Clerk

Date: 6-19-07

**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: Lowell M. Jarvis  
Chair, Board of Directors  
Title

Date: July 5, 2007

ATTEST:

By: Beverly Beal, Acting  
Clerk, Board of Directors  
Title

Date: 7.5.07

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency Counsel  
Title

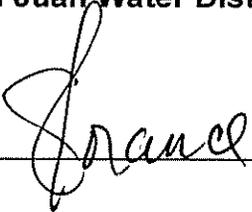
Date: \_\_\_\_\_

**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: 5/31/07

GM  
\_\_\_\_\_

Title