



March 13, 2020

City of Roseville
Attn: Richard Plecker, Environmental Utilities Manager
2005 Hilltop Circle
Roseville CA 95747

Subject: Fiscal Year 2020/21 WFSE Cost Share Agreement

Dear Mr. Plecker:

The Water Forum Successor Effort (WFSE) projected budget was reviewed and approved by our Coordinating Committee on February 27, 2020, and by the WFSE Plenary on March 6, 2020.

An original of the Cost-Share Agreement for Fiscal-Year 2020/21 is enclosed. Please have your agency sign where indicated and return one original, with signature(s) in ink, to me.

After all original signature pages have been returned to me the Sacramento City Clerk can process the agreement and I will return a certified copy to you for your records.

Thank you for your cooperation and continued participation in the Water Forum. Please contact me at (916) 808-1995 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Virginia Smith".

Virginia Smith
Program Specialist

Enclosure

cc: Tom Gohring, Executive Director

**Interagency Agreement
For Cost-Sharing the Fiscal Year (FY) 2020/2021
Water Forum Successor Effort Budget of the
Sacramento City-County Office of Metropolitan Water Planning**

THIS AGREEMENT is made and entered into on July 1, 2020, 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, 2019, or a negotiated amount), as set forth below for the period of July 1, 2020, to June 30, 2021.

Cost-Sharing Partners	Cost Share Amounts
Sacramento County - Zone 13	493,432
City of Sacramento	268,182
City of Roseville	86,836
City of Folsom	40,832
Placer County Water Agency	20,934
Sacramento Municipal Utility District	18,410
San Juan Water District in Placer County	13,764
El Dorado County Water Agency	9,519
Total:	951,909

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 FY2020/2021 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, 2020, to June 30, 2021, the WFSE will extend past June 30, 2021. Any reimbursement of costs incurred by CCOMWP after June 30, 2021, 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 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: Tom Gohring

Title: Executive Director

For: Howard Chan, 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: April 16, 2020

Print Name: Richard Plecker

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: _____

Andrew Fecko,
Director of Strategic Affairs

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: _____