

**Interagency Agreement
For Cost-Sharing the Fiscal Year (FY) 2025-2026
Water Forum Successor Effort and Habitat Management Element
Budget of the Water Forum**

THIS AGREEMENT is made and entered into on July 1, 2025, by and among El Dorado Irrigation District; Placer County Water Agency; City of Folsom (minus Ashland); City of Roseville; San Juan Water District; Citrus Heights Water District; Fair Oaks Water District; Carmichael Water District; Sacramento Suburban Water District; Golden State Water Company; California American Water; Sacramento County Water Agency; Sacramento Area Flood Control Agency and the City of Sacramento (on behalf of the Water Forum).

Recitals

- A. The parties to this Interagency Agreement (collectively “Parties” and individually “Party”) acknowledge that the Water Forum 2.0 Agreement is not yet signed and a final cost allocation formula has not been agreed upon.
- B. Entering into this Interagency Agreement for FY2025-2026 does not imply that the Parties have agreed to this cost allocation formula on a permanent basis or have approved the entirety of the Water Forum 2.0 Agreement.
- C. The Parties are optimistic that the Water Forum 2.0 Agreement will be signed in the summer of 2025, but will not assume any obligations pursuant to the Water Forum 2.0 Agreement until it is final.

Therefore, the Parties, in consideration of the mutual obligations set forth herein, agree as follows:

Section I.

Water Forum Successor Effort Cost-Sharing: The Parties identified below have each agreed to pay a pro-rata amount of the total costs for funding the Water Forum Successor Effort (WFSE) activities (based upon their number of active water connections and the 5-year average quantities of groundwater production and American River diversions, or a negotiated amount), as set forth below for the period of July 1, 2025, to June 30, 2026.

WFSE (Fund 7103) Cost-Sharing Partners	FY 2025-2026 Cost Share Amounts
El Dorado Irrigation District	66,634
Placer County Water Agency	56,874
City of Folsom (minus Ashland)	62,054
City of Roseville	110,238
San Juan Water District	55,474
Citrus Heights Water District	42,377

WFSE (Fund 7103)	FY 2025-2026
Cost-Sharing Partners	Cost Share Amounts
Fair Oaks Water District	32,775
Carmichael Water District	27,725
City of Sacramento	219,192
Sacramento Suburban Water District	97,382
Golden State Water Company	32,010
California American Water	93,116
Sacramento County Water Agency	83,311
East Bay Municipal Utility District	15,356
Sacramento Area Flood Control Agency	20,000
Sacramento Municipal Utility District	21,000
El Dorado Water Agency	15,000
Total:	1,050,519

Habitat Management Element Cost-Sharing: The Parties identified below have each agreed to pay a pro-rata amount of the total costs for funding the Habitat Management Element (HME) activities (based upon their number of active water connections and the 5-year average quantities of groundwater production and American River diversions, or a negotiated amount), as set forth below for the period of July 1, 2025, to June 30, 2026.

HME (Fund 7104)	FY 2025-2026
Cost-Sharing Partners	Cost Share Amounts
El Dorado Irrigation District	61,817
Placer County Water Agency	52,762
City of Folsom (minus Ashland)	57,568
City of Roseville	102,268
San Juan Water District	51,464
Citrus Heights Water District	39,314
Fair Oaks Water District	30,406
Carmichael Water District	25,720
City of Sacramento	203,345
Sacramento Suburban Water District	90,342
Golden State Water Company	29,696
California American Water	86,385
Sacramento County Water Agency	77,288
East Bay Municipal Utility District	14,246
Total:	922,621

Sacramento County American River Parkway Contribution: Given the County of Sacramento's long history of stewardship in the American River Parkway (Parkway) and strong partnership with the City of Sacramento on issues related to the Parkway, the County of Sacramento commits to provide

separate funding from the water agencies in the amount of \$150,000 in FY 2025-2026 to be used to build Water Forum's cash reserves and provide operational stability to the Water Forum.

Section II.

Reimbursement: The Water Forum shall administer all consultant agreements and other expenses incurred during FY 2025-2026 for the WFSE and HME. The Parties agree to pay the Water Forum for their share of such costs, totaling the amount set forth for each party in Section I, above, within 30 days after receipt of invoices.

The Water Forum will invoice each Party one time at the beginning of each fiscal year for its annual cost allocation. It is understood and agreed that although this Interagency Agreement only pertains to reimbursement for costs incurred during the period from July 1, 2025, to June 30, 2026, the WFSE and HME will extend past June 30, 2026. Any reimbursement of costs incurred by Water Forum after June 30, 2026, would be governed by a new or amended interagency cost-sharing agreement.

Section III.

Sacramento Municipal Utility District, El Dorado Water Agency, and East Bay Municipal Utility

District: Sacramento Municipal Utility District (SMUD), El Dorado Water Agency (EDWA), and East Bay Municipal Utility District (EBMUD) have entered into separate agreements with the City of Sacramento (on behalf of the WATER FORUM and the WFSE) to pay their share of the costs identified in Section II, above, up to the amounts set forth for SMUD, EDWA, and EBMUD, respectively, in Section I, above.

Section IV.

Changes in Terms: Any changes to the terms of this Interagency Agreement shall be approved by all Parties and shall be effective when reduced to writing and signed by all Parties.

Section V.

Contingent obligation: This Interagency Agreement is entered into prior to annual budget adoption by some of the Parties and is subject to funding availability in each Party's approved budget for the applicable fiscal year. In the event that a Party's governing body does not approve sufficient funding to meet the obligations of this Interagency Agreement, the Parties will meet and confer on a revised cost allocation.

Section VI.

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 Interagency Agreement.

Section VII.

Independent Contractors: All contractors employed during any phase of the WFSE and HME are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum are and will remain employees of the contractor and will not be considered employees of any of the Parties for any reason.

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Section VII.

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

El Dorado Irrigation District,

By: _____

Date: _____

DRAFT

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

Placer County Water Agency,

By: _____ Date: _____

DRAFT

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

City of Folsom, a municipal corporation

By: _____ Date: _____
Bryan Whitemyer, City Manager

APPROVED AS TO CONTENT:

By: _____ Date: _____
Marcus Yasutake, Environmental & Water Resources Director

APPROVED AS TO FUNDING:

By: _____ Date: _____
Stacey Tamagni, Finance Director

APPROVED AS TO FORM:

By: _____ Date: _____
Steven Wang, City Attorney

ATTEST:

By: _____ Date: _____
Christa Freemantle, City Clerk

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

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: City Attorney

APPROVED AS TO SUBSTANCE:

By: _____

Date: _____

Print Name: Environmental Utilities Director

ATTEST:

By: _____

Date: _____

Print Name: City Clerk

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: General Manager

DRAFT

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:

Citrus Heights Water District

By: _____

Date: _____

Print Name: General Manager

DRAFT

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:

Fair Oaks Water District

By: _____

Date: _____

Print Name: General Manager

DRAFT

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:

Carmichael Water District

By: _____

Date: _____

DRAFT

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: _____ Date: _____

Print Name: Deputy City Attorney

RECOMMENDED:

By: _____ Date: _____

Print Name: WATER FORUM Executive Director

By: _____ Date: _____

Print Name: Department of Utilities Director

APPROVED:

By: _____ Date: _____

Print Name: Assistant City Manager

For: City Manager

ATTEST:

By: _____ Date: _____

Print Name: Assistant City Clerk

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 Suburban Water District

By: _____

Date: _____

DRAFT

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:

Golden State Water District

By: _____

Date: _____

DRAFT

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:

By: _____

Date: _____

DRAFT

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

Sacramento County Water Agency,

an agency created pursuant to the Sacramento County Water Agency Act

By: _____ Date: _____

Print Name: Director, Department of Water Resources

DRAFT

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 Area Flood Control Agency

By: _____

Date: _____

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