

Department of Utilities
Office of the Director

CITY OF SACRAMENTO
CALIFORNIA

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APPROVED
BY THE CITY COUNCIL

MAR 23 1999

February 21, 1999

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: APPROVAL OF AN AMENDMENT TO WATER WHEELING AGREEMENT WITH THE COUNTY OF SACRAMENTO

LOCATION AND COUNCIL DISTRICT: City-wide

RECOMMENDATION: Staff recommends that City Council approve amending the water wheeling agreement with Sacramento County.

CONTACT PERSONS: Jim Sequeira, Director of Utilities, 264-1407

FOR COUNCIL MEETING OF: March 23, 1999

SUMMARY

The Wheeling Agreement for Temporary Surface Water Supply, approved on November 16, 1993, authorizes the City to treat and deliver to the County/Agency surface water obtained by the County on a temporary basis. The County wishes to extend this agreement for another two years.

COMMITTEE/COMMISSION ACTION: None

BACKGROUND INFORMATION

On November 16, 1993 the City Council as well as the County Board of Supervisors and the Board of Directors for the Sacramento County Water Agency, approved a water wheeling agreement. This agreement provided for City diversion, treatment, and delivery of temporary water obtained by the County from purchase from another agency. Since then approximately 4,526 acre-feet of water have been provided. The County would now like to amend this contract to extend it another two years, until November 16, 2000.



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

Making a Difference in Your Neighborhood

City Council
February 21, 1999
Approval of Amendment to Water Wheeling Agreement with County of Sacramento

ENVIRONMENTAL DETERMINATION

As the lead agency for this project, under the California Environmental Quality Act (CEQA), Sacramento County, prepared and circulated an Initial Study and Negative Declaration for the extension of this agreement on March 2, 1999. This document concluded that extension of this agreement involves no significant impacts or circumstances that were not considered in the Initial Study/Negative Declaration previously prepared for the Wheeling Agreement for Temporary Surface Water Supply. CEQA requires that the City, as a responsible agency, consider the environmental effects of the project as shown in the negative declaration prepared by the lead agency. Approval of the extension is recommended, as it does not create any new impacts or increase the magnitude of any impacts that were analyzed in the previous environmental document.

FINANCIAL CONSIDERATIONS

The County will pay \$137.88 per Acre-Foot of water diverted, treated, and delivered to them at their Franklin Blvd point of service. Since 1993 the County has reimbursed the City approximately \$550,000 per the wheeling agreement.

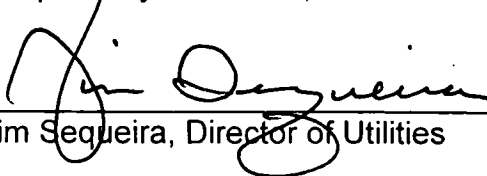
POLICY CONSIDERATIONS

The original agreement and the proposed amendment complies with policy direction provided by adoption of the Water Supply Work Plan approved on May 5, 1992.

ESBD CONSIDERATIONS

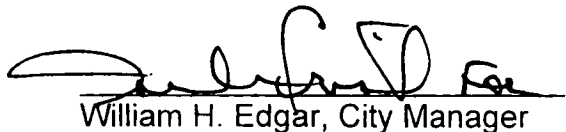
Since no goods or services are being purchased, ESBD is not applicable.

Respectfully submitted,



Jim Sequeira, Director of Utilities

APPROVED:



William H. Edgar, City Manager

APPROVED:



Jack Crist, Deputy City Manager

RESOLUTION NO. 99-122

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED
BY THE CITY COUNCIL

ON DATE OF _____

MAR 23 1999

OFFICE OF THE
CITY CLERK

**A RESOLUTION AUTHORIZING EXTENSION OF WHEELING AGREEMENT FOR
TEMPORARY SURFACE WATER SUPPLY**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager and City Clerk are hereby authorized to execute the First Amendment to Wheeling Agreement for Temporary Surface Water Supply, which extends the term of the November 16, 1993, Wheeling Agreement between the City, Sacramento County and the Sacramento County Water Agency for up to two years.

MAYOR

ATTEST:

CITY CLERK

/ /

**FIRST AMENDMENT TO WHEELING AGREEMENT
FOR TEMPORARY SURFACE WATER SUPPLY**

This First Amendment is made on this _____ day of _____, 1999 by and between the City of Sacramento ("City") and the County of Sacramento and the Sacramento County Water Agency (County of Sacramento and the Sacramento County Water Agency are collectively referred to herein as "County").

RECITALS

WHEREAS, on November 16, 1993, the City and County entered into an agreement titled "Wheeling Agreement for Temporary Surface Water Supply" (the "Agreement"), and

WHEREAS, the Agreement authorized City to divert, treat, and deliver to County surface water obtained by County on a temporary basis, and

WHEREAS, the term of the original Agreement expired on November 16, 1998, and

WHEREAS, the City and County wish to extend the term of the Agreement until November 2000.

NOW, THEREFORE, the parties agree as follows:

1. Section 11 of the Agreement is hereby amended to read as follows:

11. Term of Agreement: Renewal: Termination:

Except as provided below, the term of this Agreement shall expire on November 16, 1999. This Agreement may be renewed for an additional one-year term, without obtaining approvals from the governing bodies of the parties hereto, in the following manner: No sooner than 90 days, and no later than 45 days prior to November 16, 1999, County shall notify City, in writing, that it wishes to renew the Agreement for an additional one-year term. If City does not object to such renewal, in writing, prior to November 16, 1999, the Agreement shall be renewed for an additional one-year term. If City notifies County, in writing, at any time prior to November 16, 1999, that the City does not wish to renew the Agreement, or if the County fails to provide a notice of renewal as required herein, the Agreement shall be terminated on November 16, 1999, or at such later time as any wheeling commenced prior to that date has been completed. If renewed as provided herein, this Agreement shall terminate on November 16, 2000, unless an extension is approved by the governing bodies of the parties hereto.

2. All other terms and conditions of the original Agreement shall be unchanged and shall remain in full force and effect for the remainder of the term of the agreement as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the day and year written above.

COUNTY OF SACRAMENTO

ATTEST:

By: _____
Chair, Board of Supervisors

By: _____
Clerk, Board of Supervisors

SACRAMENTO COUNTY WATER AGENCY

ATTEST:

By: _____
Chair, Board of Directors

By: _____
Clerk, Board of Directors

APPROVED AS TO FORM:

County Counsel


CITY OF SACRAMENTO

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:



City Attorney

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FOR TEMPORARY SURFACE WATER SUPPLY**

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ATTEST:

By: _____
Chair, Board of Supervisors

By: _____
Clerk, Board of Supervisors

SACRAMENTO COUNTY WATER AGENCY

ATTEST:

By: _____
Chair, Board of Directors

By: _____
Clerk, Board of Directors

APPROVED AS TO FORM:

County Counsel


CITY OF SACRAMENTO

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:



City Attorney