



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/18/2011

Report Type: Consent

Title: Memorandum of Agreement: State Legislative Advocacy for Sacramento Water Alliance

Report ID: 2011-00034

Location: Citywide

Recommendation: Adopt a Resolution (1) to approve a one-year renewal of the Memorandum of Agreement regarding State Legislative Advocacy, with San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, Carmichael Water District, and the cities of Roseville and Folsom, and (2) authorizing the City Manager to approve subsequent renewals of the Memorandum of Agreement for up to four successive one-year terms. The City's financial commitment for the 2011 calendar year will be one-seventh of a total contract amount of \$108,000, or approximately \$15,500.

Contact: Marty Hanneman, Director (916) 808-7580, Department of Utilities

Presenter: None

Department: Department of Utilities

Division: Department Administration

Dept ID: 14001011

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-MOU

City Attorney Review

Approved as to Form
Joe Robinson
1/6/2011 4:28:10 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
1/3/2011 4:20:38 PM

Approvals/Acknowledgements

Department Director or Designee: Marty Hanneman - 1/6/2011 3:13:20 PM

Assistant City Manager: John Dangberg - 1/6/2011 3:41:11 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
Gus Vina, Interim City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: On February 9, 2010, the City Council adopted Resolution No. 2010-062, to approve a one year Memorandum of Agreement (MOA) Regarding State Legislative Advocacy with six other local water agencies (San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, and the cities of Sacramento, Roseville and Folsom). Under the MOA, the City and the other six agencies shared in the cost of retaining Fernandez Government Solutions (FGS) as part of a developing strategic effort to protect the water supply interests of the region that includes a consistent and effective advocacy at the State Capitol. These same six agencies plus Carmichael Water District are proposing to continue this effort and renew the MOA for another year. The San Juan Water District will continue to be the contracting agency responsible for hiring FGS as a legislative advocate to represent the interests of the region before the State Legislature.

Policy Considerations: Continued participation in the MOA will provide an opportunity for the City and other water agencies to cost effectively work together in a proactive manner to assure the region's common water rights and water supplies principles are aggressively advocated for in State legislative initiatives. This joint effort would supplement the individual lobbying efforts of each agency, by promoting the significant common interests of all seven agencies. This report's recommendation is consistent with the City's Strategic Plan Goals of enhancing and preserving the neighborhoods, supporting the economic vitality of the area, and establishing and strengthening community and regional partnerships to enhance the quality of life.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the CEQA Guidelines, continuing administrative activities do not constitute a project and are therefore exempt from CEQA review (CEQA Guidelines 15378(b)(2)).

Commission/Committee Action: Not Applicable

Rationale for Recommendation: Staff believes that strong advocacy on behalf of a regional coalition of water agencies is necessary to help protect the interest of rate payers and the economic sustainability of the City and the region.

Financial Considerations: San Juan Water District will retain the services of FGS and each of the seven participating agencies will pay an equal amount towards these services. The City's share of the \$108,000 contract with the legislative advocate (Soyla Fernandez of Fernandez Government Solutions LLC) for 2011 would be \$15,500. There is sufficient funding available for the City's share in the Department of Utilities' FY20010/11 approved Operating Budget (Water fund 6005). This report also requests authorization for the City Manager to approve subsequent renewals of the MOA for up to four successive one-year terms, provided that there are sufficient budgetary resources in those fiscal years.

Emerging Small Business Development (ESBD): The City's ESBD requirements do not apply to the retention of a legislative advocate by the San Juan Water District.

Background

The historic water legislation adopted in 2009 will significantly change how water rights and water supplies are managed in California. It is vitally important to Sacramento and the region to proactively engage in the legislative and regulatory processes going forward to assure the City's water rights and water supply are protected for the benefit of rate payers, economic sustainability and the local environment.

Through the Memorandum of Agreement (MOA) authorized last year and with close coordination with the Regional Water Authority, City has been effectively and cooperatively working with the other local water agencies party to this agreement (San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, Carmichael Water District, and the cities of Roseville and Folsom) to develop a more strategic and proactive approach to advocate legislation and regulatory initiatives that would protect the region's water supplies. The seven agencies, unofficially known as the Sacramento Water Alliance, believe that in order to protect the water supply interest of the region on an ongoing, long term basis it is important to have a consistent and effective advocacy at the State Capitol. Renewal of the MOA for another year will allow Fernandez Government Solutions to be retained for calendar year 2011 to continue to represent the interest of the agencies before the State Legislature.

These advocacy efforts will be closely coordinated with the City's primary state lobbyist to assure maximum benefit in representing the City's interests.

**RESOLUTION NO. 2011-
Adopted by the Sacramento City Council**

January 18, 2011

**MEMORANDUM OF AGREEMENT:
STATE LEGISLATIVE ADVOCACY FOR
SACRAMENTO AREA WATER COALITION**

BACKGROUND

- A. In order to protect the water supply interests of the region it is important to have a consistent and effective advocacy at the State Capitol.
- B. On February 9, 2010, the City Council adopted Resolution No. 2010-062, to approve a one year Memorandum of Agreement (MOA) Regarding State Legislative Advocacy with six other local water agencies (San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, and the cities of Sacramento, Roseville and Folsom). Under the MOA, the City and the other six agencies shared in the cost of retaining Fernandez Government Solutions as part of a developing strategic effort to protect the common water supply interests of the region.
- C. Continued participation in the MOA will provide an opportunity for the City and other water agencies to cost effectively work together to assure the region's common water rights and water supplies principles are aggressively advocated for in State legislative initiatives. Renewal of the MOA for another year will allow Fernandez Government Solutions to be retained for calendar year 2011 to continue to represent the water supply interests of the region before the State Legislature. The San Juan Water District will continue to be the contracting agency responsible for hiring the legislative advocate for this purpose. Each agency's cost share for 2011 will be approximately \$15,500.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to approve a one-year renewal of the Memorandum of Agreement regarding State Legislative Advocacy with San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, Carmichael Water District, and the cities of Roseville and Folsom.
- Section 2. The City Manager also is authorized to approve subsequent renewals of the Memorandum of Agreement for up to four successive one-year terms,

provided that sufficient funds are available in the City Council's budget appropriation for the applicable fiscal year(s).

Section 3. The Memorandum of Agreement Regarding State Legislative Advocacy is attached to this Resolution as Exhibit A.

Table of Contents:

Exhibit A: Memorandum of Agreement Regarding State Legislative Advocacy

MEMORANDUM OF AGREEMENT REGARDING STATE LEGISLATIVE ADVOCACY

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into, effective January 11, 2010, by and among San Juan Water District (“SJWD”), the City of Roseville (“Roseville”), the City of Folsom (“Folsom”), Sacramento Suburban Water District (“SSWD”), the City of Sacramento (“Sacramento”) and Placer County Water Agency (“PCWA”).

RECITALS

WHEREAS, the above-named agencies (hereinafter referred to collectively as the “parties,” or each individually as a “party”) have worked together from time to time to advocate before the California Legislature (“Legislature”) in favor of legislation that would protect and enhance the water supplies of the greater Sacramento region (the “region”);

WHEREAS, the parties believe that, in order to protect the interests of their respective ratepayers and of the region as a whole, it is important for the region to have consistent, active and effective advocacy before the Legislature and for such advocacy to begin as soon as possible;

WHEREAS, such an effort ideally would be led by the Regional Water Authority (“RWA”), which represents the interests of all of the region’s water suppliers;

WHEREAS, at this time, it is not possible for RWA to assume the leadership role in coordinating the region’s legislative advocacy on water issues, but the parties all desire to work together to enable RWA to assume that role in the future;

WHEREAS, the parties desire to retain a legislative advocate, as soon as possible, in order to represent their interests and those of the region, before the California Legislature and to

simultaneously work to eventually have RWA take over responsibility for coordinating that advocacy; and

WHEREAS, the parties desire to arrange to engage a legislative advocate under terms under which they will share the responsibility for providing guidance to that advocate and share the costs of retaining that advocate.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Retention of Advocate and Term. SJWD will retain Soyla Fernandez (“Fernandez”) of Fernandez Government Solutions LLC as the parties’ legislative advocate for the Legislature’s 2010 session and will administer the contract with Fernandez. The term of this MOA shall be January 11, 2010 to January 11, 2011. The parties may collectively agree to extend this MOA’s term. If some, but not all, parties desire to extend their retention of Fernandez beyond this MOA’s term, then they may do so through a separate MOA.

2. Name of Coalition and Advocate Registration. Fernandez may use the name “Sacramento Area Water Coalition” as a collective name for the parties and Fernandez may use each of the parties’ names and logos to represent that party’s membership in the “Sacramento Area Water Coalition.” For purposes of the Political Reform Act (Gov. Code, §§ 81000-91014 (“Political Reform Act”)) and subject to further direction from the parties, the parties will request that Fernandez register as a legislative advocate for SJWD, SSWD, Sacramento and PCWA.

3. Cost-Sharing. Each party shall be responsible for one-sixth of Fernandez’s fee, which is \$8,000 per month. Each party other than SJWD shall transmit to SJWD a check payable to SJWD in the amount of \$2,666 to SJWD in payment for services provided for the first two months of the contract term, January 11, 2010 through March 10, 2010. For each

subsequent month of this MOA's term, beginning with March 2010, each party other than SJWD shall transmit a check payable to SJWD in the amount of \$1,333 to SJWD by the first of that month for services to be rendered during the ensuing month. In addition, Fernandez is entitled to be reimbursed for extraordinary expenses, which include without limitation, authorized air travel, meals that FGS provides at the request of the coalition, automobile travel to facilities outside the counties of Sacramento, Placer and El Dorado, large scale copying of reports or documents, and other expenses outside of those anticipated as expected expenditures (e.g., telephone, fax, postage, reasonable copying charges, and meals) necessary to the perform services for the parties. If Fernandez incurs and bills SJWD for any approved extraordinary expenses, SJWD will bill each party their pro-rata share of such expenses and each party will pay such bill by no later than the date it remits its monthly check for its share of Fernandez's professional fee. SJWD and any other party may agree in writing to different payment arrangements. SJWD shall transmit to each party, with the pro-rata billing, copies of any invoices that SJWD receives from Fernandez for fees and extraordinary expenses.

4. Guidance to and Support for Fernandez. The parties acknowledge that, from time to time, Fernandez may need one or more representatives of the parties to assist her in discussing issues raised by legislation with people associated with the Legislature or other relevant interests. In addition, the parties acknowledge that, from time to time, Fernandez may need to obtain guidance concerning the parties' position on legislation on very short notice. To address these concerns, by February 1, 2010, the parties shall inform Fernandez in writing of the parties' primary contact person and that person's contact information and also of the parties' secondary contact person and that person's contact information. The parties may change these contact people by mutual written consent and through a written communication to Fernandez. For

purposes of this section 4, e-mails representing the parties' collective consent shall be deemed to be written consent and an e-mail to Fernandez shall be deemed to be a written communication, provided that representatives of all parties are copied on that e-mail.

5. Cooperation and Further Documents. The parties shall cooperate in executing any further documents that are reasonably necessary to implement this MOA's terms, including without limitation any statements or filings required by the Political Reform Act.

6. Notices. Any invoice, payment, notice or written communication where required or permitted by this MOA will be provided by U.S. Mail, or by facsimile transmission, with confirmation of receipt, as follows:

SAN JUAN WATER DISTRICT

Shauna Lorance
General Manager
9935 Auburn Folsom Road
Granite Bay, CA 95746
Fax: (916) 791-7361
slorance@sjwd.org

CITY OF FOLSOM

Kenneth Payne
Utilities Director
50 Natoma Street
Folsom, CA 95630
Fax: (916) 355-5603
kpayne@folsom.ca.us

SACRAMENTO SUBURBAN WATER DISTRICT

Robert Roscoe
General Manager
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821
Fax: (916) 972-7194
rroscoe@sswd.org

CITY OF SACRAMENTO

Marty Hanneman
Director of Utilities
1395 35th Avenue
Sacramento, CA 95822
Fax: (916) 808-1497
mhanneman@cityofsacramento.org

CITY OF ROSEVILLE

Derrick Whitehead, Environmental Utilities
Director
2005 Hilltop Circle
Roseville, CA 95747
Fax: (916) 774-5690
DWHITEHEAD@ROSEVILLE.CA.US

PLACER COUNTY WATER AGENCY

Einar Maisch, Director of Strategic Affairs
PO Box 6570
Auburn, CA 95604
elmaisch@pcwa.net

7. Amendments. Any amendments to this MOA must be in writing and executed by all parties.

8. Counterparts. This MOA may be executed by the parties in separate counterparts; each of which when so executed and delivered to SJWD shall constitute an original. All such counterparts shall together constitute one and the same instrument.

9. General Provisions. There is no agency relationship between the parties. Furthermore, notwithstanding anything contained herein, the employees of each party shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

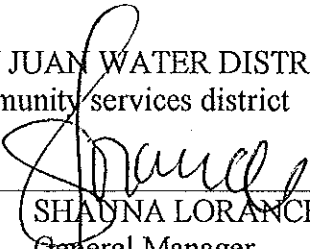
Any internal, in-house or administrative costs or expenses incurred by any party related to such party's obligations under this MOA shall be the sole responsibility of such party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement among the parties concerning the subject matter hereof.

WHEREFORE, the parties execute this Memorandum of Agreement effective the first date written above.

[Signatures follow on next pages]

SAN JUAN WATER DISTRICT, a
community services district

By: 
SHAUNA LORANCE
General Manager

SACRAMENTO SUBURBAN WATER
DISTRICT, a county water District

By: _____
ROBERT ROSCOE
General Manager

CITY OF FOLSOM, a municipal corporation

By: _____
Its: City Manager

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
BRUCE CLINE
City Attorney

CITY OF SACRAMENTO, a municipal
corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

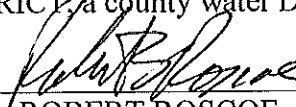
APPROVED AS TO FORM:

By: _____
Its: _____

SAN JUAN WATER DISTRICT, a
community services district

By: _____
SHAUNA LORANCE
General Manager

SACRAMENTO SUBURBAN WATER
DISTRICT, a county water District

By:  _____
ROBERT ROSCOE
General Manager

CITY OF FOLSOM, a municipal corporation

By: _____
Its: City Manager

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
BRUCE CLINE
City Attorney

CITY OF SACRAMENTO, a municipal
corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

SAN JUAN WATER DISTRICT, a community services district

By: _____
SHAUNA LORANCE
General Manager

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

CITY OF FOLSOM, a municipal corporation

By: _____
Its: City Manager

ATTEST:

By: Christa J. Marente 3/5/10
Its: City Clerk

APPROVED AS TO CONTENT:

By: Kenneth V. Payne
KENNETH V. PAYNE
Utilities Director

APPROVED AS TO FORM:

By: Bruce Cline
BRUCE CLINE
City Attorney

FUNDING AVAILALBE:

By: James W. Francis
JAMES W. FRANCIS
Finance Director/CFO

SACRAMENTO SUBURBAN WATER DISTRICT, a county water District

By: _____
ROBERT ROSCOE
General Manager

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

CITY OF SACRAMENTO, a municipal corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

SAN JUAN WATER DISTRICT, a community services district

By: _____
SHAUNA LORANCE
General Manager

SACRAMENTO SUBURBAN WATER DISTRICT, a county water District

By: _____
ROBERT ROSCOE
General Manager

CITY OF FOLSOM, a municipal corporation

By: _____
Its: City Manager

Attest on: 2-16-10 (date)

Dawn Bullwinkel
Dawn Bullwinkel, Assistant City Clerk

APPROVED AS TO FORM:

By: _____
BRUCE CLINE
City Attorney

CITY OF SACRAMENTO, a municipal corporation

By: 1
Ray Kerridge, City Manager
February 11, 2010

ATTEST:

By: [Signature]
Its: _____

APPROVED AS TO FORM:

By: [Signature]
Its: Senior Deputy City Attorney



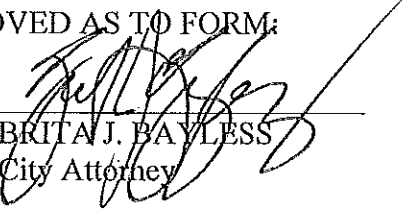
CITY OF ROSEVILLE, a municipal corporation.

By: 
Mike Shellito
City Manager


ATTEST:

By: 
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: 
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
DERRICK WHITEHEAD
Environmental Utilities Director

PLACER COUNTY WATER AGENCY, a county water agency

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
JANET K. GOLDSMITH
General Counsel

CITY OF ROSEVILLE, a municipal corporation

By: _____
W. CRAIG ROBINSON
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DERRICK WHITEHEAD
Environmental Utilities Director

PLACER COUNTY WATER AGENCY, a county water agency

By: *Ch. Jensen*
Its: Chair, Board of Directors

ATTEST:

By: *Benally Bess*
Its: Acting clerk to the Board

APPROVED AS TO FORM:

By: *Janet K. Goldsmith*
JANET K. GOLDSMITH
General Counsel

Edward J. Tiedeman