

RESOLUTION NO. 2011-163

Adopted by the Sacramento City Council

March 22, 2011

APPROVAL OF PROGRAM AGREEMENT WITH THE REGIONAL WATER AUTHORITY FOR PUBLIC AFFAIRS PROGRAM

BACKGROUND

- A. In order to protect the water supply interests of the region it is important for Sacramento and the region to increase its influence to augment a consistent and effective advocacy at the State Capitol.
- B. Regional Water Authority (RWA) has proposed a program for development and implementation of a strategic public affairs effort that will enhance RWA's ability to advocate on behalf of its members and the region on issues related to a Delta solution and other legislative and regulatory matters, consistent with adopted RWA policy positions. RWA has selected the firm of LarsenCazanis to develop a public affairs strategy for this program.
- C. The RWA program would be funded under a Program Agreement between RWA and the various participating agencies, with each agency's funding capped at a maximum annual cost depending on whether the agency is a Tier 1, Tier 2 or Tier 3 participant.
- D. The RWA Program Agreement provides for an initial Program term running through the end of 2011, and appoints a Program Committee consisting of participant representatives that will decide, by December 1 of each year, whether to renew the Program for another year, up to a maximum Program term of 5 years. The Program Agreement allows participating agencies to withdraw from the Agreement upon 90 days advance notice to RWA and the other participating agencies.
- E. Under the proposed Program Agreement, the maximum annual cost to City, as a Tier 1 participant, would be \$25,000.

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

- Section 1. The City Manager is authorized to execute a Program Agreement with the Regional Water Authority for the development and implementation of a strategic public affairs effort on issues related to a Delta solution and other legislative and regulatory matters, for a maximum Program term of 5 years, at a maximum annual cost of \$25,000 to the City.
- Section 2. The City Manager is authorized to designate the City representative and one or more alternate City representatives for the Program Committee formed pursuant to the Program Agreement.

Section 3. Exhibit A is made a part of this Resolution.

Table of Contents

Exhibit A – RWA Program Agreement

Adopted by the City of Sacramento City Council on March 22, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

Noes: None.

Abstain: None.

Absent: Mayor Johnson.


Bonnie Pannell, Vice-Mayor

Attest:

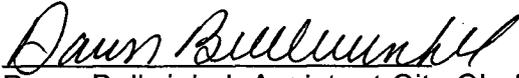

Dawn Bullwinkel, Assistant City Clerk

Exhibit A

**REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT**

PUBLIC AFFAIRS

This Agreement is made and entered into as of the ___th day of _____, 2011, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in **Exhibit 1** to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 7.a of the RWA JPA states: "The Regional Authority will have the power in its own name to do any of the following: . . . 2. Develop and provide voluntary support services and programs by subscription, including but not limited to: . . . public education and outreach programs"

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

E. RWA and the Participants desire to carry out a program and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 7.a.2 and

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The program comprises development and implementation of a strategic public affairs effort that will enhance RWA's ability to advocate on behalf of its members and the region on issues related to a Delta solution or other legislative and regulatory matters, consistent with adopted RWA policy positions (Program). The Participants recognize the value of well crafted and well coordinated messages, the development of a broad base of support, and the role of RWA as a regional representative to protect against negative impacts to the region's water supplies, economic vitality, environmental sustainability, and quality of life in the greater Sacramento metropolitan area (Sacramento Region). The specific objectives of the Program are consistent with RWA's adopted policy position on the Delta solution. They include protecting the greater Sacramento Region from involuntary and uncompensated reallocations of water and protecting the Sacramento Region water providers and their customers from shouldering an inequitable financial burden for a implementing a Delta solution. The Participants seek to work collaboratively with stakeholders throughout the state to support and contribute to a Delta solution in a manner that respects the water and economic interests of the Sacramento Region. A detailed scope of work is included as Exhibit 2. The Program work is expected to commence in February 2011 and continue at least through January 2012, with the option to continue for a subsequent, but undefined duration.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and one or more alternates) designated by each Participant. The Program Committee will appoint a Chair and Vice-Chair from among its members, and the Chair will appoint additional members to serve as a Steering Committee to advise RWA staff on the implementation of this program. The Steering Committee and Program Committee will meet as necessary to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Program Committee will constitute a quorum, and a majority of the members of the Program Committee will be required for an affirmative vote to take fiscal actions on behalf of the Participants.

5. Sharing in Program Costs and Benefits. Subject to the provisions of Articles 7 and 9 of this Agreement, it is anticipated that up to twenty RWA members, contracting agencies and associate members will participate in the Program as listed in Exhibit 1. Non-RWA members may be included as part of the Program at the discretion of the Program Committee to ensure the most complete representation and to share in the costs, but these entities will not have voting authority on the Program Committee. Any revenue received from non-RWA members will help to reduce the RWA members' cost share. At the discretion of the Program Committee, RWA may agree to have non-RWA members participate in the Program by executing separate agreements with the consultants retained by RWA to assist RWA in implementing the Program.

In accordance with the provisions of Article 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

Program costs will consist of a total not-to-exceed budget of \$200,000 in the first year for consulting expenses to be paid to LarsenCazanis for public relations consulting services, miscellaneous ancillary work by other vendors, RWA staff time and reimbursement of RWA's general funds for RWA's advance of \$25,000 for the cost of the Program's Phase 1. The Program may continue for up to five years under the same terms with the annual approval of the Program Committee. The Program Committee will decide whether to renew the Program by December 1 of each year, with the renewal term to begin January 1 of the following year. Action to continue by the Program Committee is not binding on any individual participant. If the Program Committee takes no action to renew the Program, then the Program will terminate. Participants will pay fees according to the annual fee schedule stated in attached Exhibit 1, which schedule is based on the Participants' respective numbers of water connections. Participants are divided into three tiers as described in Exhibit 1. RWA will invoice fees for the Program's first year in two increments, 50% payable to RWA within 30 days of approval of this Agreement, and the remainder payable to RWA on July 1, 2011. RWA will invoice fees for subsequent years by January 1 and July 1 of those years based on approval of Program continuation by the Program Committee, with payments due 30 days after the invoice's date. The Program Committee will pay back any surplus funds to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants.

6. Role of RWA. The Executive Director of RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement. The RWA Executive Director will: (a) provide information to the Participants on the status of implementation of the Program, (b) assist the Program Committee in carrying out its activities under this Agreement, and (c) administer the Program on behalf of RWA and the Participants consistent with the determinations of the Program Committee and the provisions of this Agreement.

7. Authorization to Proceed with the Program. The Program is authorized to proceed upon the commitment of at least seven Program Participants representing at least one-half of the total Program budget in Section 5, above.

8. Term. This Agreement will remain in effect for so long as any obligations under this Agreement remain outstanding.

9. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal, including work not yet performed under executed contracts or task orders.

10. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

11. General Provisions. The provisions of Articles 37 through 41, inclusive, of the RWA JPA, will apply to this Agreement.

12. Integrated Agreement. This Agreement is the sole statement of the contract among the parties concerning this Agreement's subject matter. This Agreement incorporates and supersedes all prior statements, representations, negotiations or agreements by or among the parties concerning that subject matter.

The foregoing Public Relations Program Agreement is hereby consented to and authorized by RWA and the Participants.

Dated: _____, 2011

Dated: _____, 2011

Signature

Signature

Name

Name

Regional Water Authority

Agency

Attest:

Secretary

EXHIBIT 1
REGIONAL WATER AUTHORITY
PUBLIC AFFAIRS PROJECT
PROJECT PARTICIPANTS (Potential)

Tier 1 - \$20,000 - \$25,000 (depending on number of participants)

California American Water
City of Folsom
City of Roseville
City of Sacramento
El Dorado Irrigation District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District

Tier 2 – \$10,000 – \$15,000 (depending on number of participants)

Carmichael Water District
Citrus Heights Water District
City of Lincoln
City of West Sacramento
Fair Oaks Water District
Golden State Water Company
San Juan Water District

Tier 3 - \$5,000

Del Paso Manor Water District
Fruitridge Vista Water Company
Orange Vale Water Company
Rancho Murieta Community Services District
Rio Linda/Elverta Community Water District
El Dorado County Water Agency (Associate member)
Sacramento Metropolitan Utility District (Associate member)
Sacramento Regional County Sanitation District (Associate member)