



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 1/22/2013

**Report Type:** Consent

**Title: Agreement: Cost Sharing with the Sacramento Area Flood Control Agency (SAFCA) for Lower American River Task Force Meetings**

**Report ID:** 2013-00065

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or his designee, to execute an agreement with SAFCA for cost sharing and provision of professional services.

**Contact:** Kathy Howard, Administrative Analyst, (916) 808-1995; Tom Gohring, Executive Director, (916) 808-1993, Community Support

**Presenter:** None

**Department:** Community Support / Interagency agreement with SAFCA

**Division:** CCOMWP

**Dept ID:** 80004101

**Attachments:**

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1-Description/Analysis

2-Background

3-Contract

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**City Attorney Review**

Approved as to Form  
Joe Robinson  
1/15/2013 4:16:37 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
1/8/2013 10:50:18 AM

**Approvals/Acknowledgements**

Department Director or Designee: Leyne Milstein - 1/15/2013 10:14:30 AM



## Description/Analysis

**Issue:** The City and the Sacramento Area Flood Control Agency (SAFCA) jointly desire to obtain the services of Consensus Building Institute, Inc., to assist with fostering timely discussion on flood, environmental, and recreational management issues through the quarterly meetings of the Lower American River Task Force. City and SAFCA staff have developed an agreement that defines the roles and responsibilities of City and SAFCA.

**Policy Considerations:** This report is submitted in compliance with the policy direction provided by the Sacramento City Council and Sacramento County Board of Supervisors in forming the City-County Office of Metropolitan Water Planning (CCOMWP), approving its work plan, and supporting the efforts of the Water Forum (C2001-005).

**Economic Impacts: None.**

**Environmental Considerations:** This recommendation is exempt from the California Environmental Quality Act (CEQA) review under Section 15061 (b)(3) of the CEQA guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Approval of this interagency agreement will further enable the Water Forum to continue its services and projects related to implementation of the Lower American River Habitat Management Element in collaboration with multiple project partners.

**Financial Considerations:** This Agreement has no effect on the City's General Fund. The City will front the estimated total cost of \$39,246 from the CCOMWP Habitat Management Element (HME) Fund 7104. Funding for the CCOMWP HME Fund 7104 is provided by cost sharing agreements between the City of Sacramento and County of Sacramento. Other purveyors with contracts for Central Valley Project (CVP) water also contribute to the HME in those years when they divert non-CVP water above their baseline. SAFCA has agreed to reimburse 50% or \$19,623 of the total cost.

**Emerging Small Business Development (ESBD):** ESBD considerations do not pertain to this agreement.

## Background

- The City and County of Sacramento created the City-County Office of Metropolitan Water Planning (CCOMWP) in 1991 to pursue a joint water planning effort in the greater Sacramento Metropolitan area.
- In 1993, a diverse group of business and agricultural leaders, citizens groups, environmentalists, water managers, and local governments formed the Sacramento Area Water Forum.
- In 1999, Water Forum members approved a comprehensive Water Forum Agreement (WFA) (City Agreement No. 1999-222). The WFA consists of integrated actions necessary for providing a regional solution to water shortages, environmental damage, groundwater contamination, and limited economic prosperity.
- The CCOMWP has been charged with staffing the effort to implement the WFA, known as the Water Forum Successor Effort (WFSE).
- The Water Forum, staffed by the CCOMWP, coordinates quarterly meetings of the Lower American River Task Force with the objective of fostering timely discussion on flood, environmental, and recreational management issues of importance to the Sacramento Area Flood Control Agency (SAFCA), the Water Forum, other local, state and federal agencies, and the broader stakeholder community.
- CCOMWP and SAFCA jointly desire to obtain the services of Consensus Building Institute to assist in this effort for a total cost not to exceed \$39,246.
- CCOMWP and SAFCA have agreed as to the roles and responsibilities of each party with respect to facilitation of the quarterly meetings of the Lower American River Task Force.



**AGREEMENT FOR COST SHARING  
AND PROVISION OF SERVICES  
LOWER AMERICAN RIVER TASK FORCE**

This Agreement is made and entered into on \_\_\_\_\_, 2012, by and between the **City of Sacramento**, a charter city (“City”) (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum), and the **Sacramento Area Flood Control Agency**, a joint powers agency (“SAFCA”)

**RECITALS**

WHEREAS, the Water Forum, staffed by the City-County Office of Metropolitan Water Planning (CCOMWP) provides facilitation for quarterly meetings of the Lower American River Task Force with the objective of fostering timely discussion on flood, environmental and recreational management issues of importance to the SAFCA, the Water Forum, other local, state and federal agencies, and the broader stakeholder community; and

WHEREAS, the parties jointly desire to obtain the services of Consensus Building Institute to assist in this effort for a total cost not to exceed \$39,246; and

WHEREAS, the parties desire to set forth their understanding and agreement as to the roles and responsibilities of each party with respect to the quarterly meetings of the Lower American River Task Force.

**AGREEMENT**

NOW, THEREFORE, THE PARTIES agree as follows:

1. SAFCA's Obligations.
  - A. SAFCA agrees to reimburse the City for 50% of costs incurred (not to exceed \$19,623) in relation to the Professional Services Agreement with Consensus Building Institute; and
  - B. In addition to 1.A., SAFCA agrees to cover the cost of room rental for the four quarterly meetings in 2013, not to exceed \$1,500.00.
  
2. City's Obligations.
  - A. City agrees to manage the Professional Services Agreement with Consensus Building Institute (Contractor) for work to be

performed by the Contractor for the Lower American River Task Force meetings; and

- C. City shall front the total cost of these services (not to exceed \$39,246); billing SAFCA for a 50% reimbursement; and
- D. City shall provide all administrative and logistical support for these services through the CCOMWP.

3. Term of Agreement. This Cost Share Agreement shall remain in effect until December 31, 2013, and all reimbursements provided for under Section 1, above, have been made. Any provisions of this Agreement capable of performance after the expiration of such term shall survive and not be affected by the expiration of such term.

4. Financial Responsibility.

A. Invoice and Payment Requirements:

- i. City will pay Contractor invoices pursuant to the contract between City and Contractor.
- ii. City will submit Contractor invoices to SAFCA on a quarterly basis requesting reimbursement. Cost shall be for Contractor invoices only. Costs to administer the contract between the City and the Contractors shall be borne by the City and shall not be reimbursed by the SAFCA.
- iii. SAFCA shall reimburse City for invoiced amount upon approval of reimbursement request and approval to distribute funds.

B. If SAFCA disputes the amount owed to the City, SAFCA shall, within thirty (30) days of receiving the invoice containing the disputed amount, request that the parties meet and confer in an attempt to agree on the disputed costs. The parties shall meet within thirty (30) days of the City receiving the written request by SAFCA. Payment for the amount owed to City, if any, shall be made no later than 30 days after the date of billing by City for undisputed amounts, or no later than 60 days after an agreement is reached by the Parties as to disputed costs.

C. Financial Records

- i. City shall maintain City's financial accounts, documents and records for the contract and shall make them available to SAFCA for auditing at reasonable times. City shall also retain such

financial accounts, documents and records for three (3) years after final payment or for one (1) year following an audit, whichever occurs first.

- ii. City agrees that during regular office hours, SAFCA and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. City shall maintain and make available for inspection by SAFCA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
- iii. City shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by SAFCA.

5. Notices. Any notices, invoices, payments and other communications under this Agreement shall be given by delivering the same in writing to the parties at the addresses below:

To City:

Tom Gohring, Executive Director  
Water Forum  
City-County Office of Metropolitan Water Planning  
2831 G Street, Suite 100  
Sacramento, CA 95816  
Telephone: (916) 808-1998

To SAFCA:

Timothy Washburn, Director of Planning  
Sacramento Area Flood Control Agency  
1007 7<sup>th</sup> St 7<sup>th</sup> Floor  
Sacramento, CA 95814  
Telephone: (916) 874-7606

A party may change the designation indicated above by written notice to the other parties in accordance with this Section.

6. Indemnification.

A. The City, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify SAFCA, its officials, officers, agents and employees from and against any and all actions, claims, loss, liability, damage and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act or omission of the City, its officers or

employees in connection with performance of the City's obligations under this Agreement.

B. SAFCA, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify the City, its officials, officers, agents and employees from and against any and all actions, claims, loss, liability, damage and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act or omission of SAFCA, its officers or employees, or of SAFCA's Contractors, contractors or subcontractors or their respective officers and employees, in connection with performance of SAFCA's obligations under this Agreement.

7. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by all parties.

8. Successors and Waivers. This Agreement shall bind the successors of SAFCA and City in the same manner as if they were expressly named. Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right under this Agreement.

9. Parties to Agreement. The City and SAFCA are the only parties to this Agreement. The member entities that make up SAFCA are not parties and are not liable for any SAFCA obligation set forth in this Agreement, nor are such member entities third party beneficiaries of any provision of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement between SAFCA and the City concerning the subject matter of this Agreement and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement regarding the subject matter of this Agreement.

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

**SACRAMENTO AREA FLOOD CONTROL AGENCY**,  
a joint powers agency

**CITY OF SACRAMENTO**,  
a charter city

By \_\_\_\_\_  
Richard M. Johnson,,  
Executive Director  
SAFCA

By \_\_\_\_\_  
City Manager  
(or Authorized Designee)

Attest:

\_\_\_\_\_  
APPROVED AS TO FORM:

City Clerk

By: \_\_\_\_\_  
M. Holly Gilchrist  
Agency Counsel

By: \_\_\_\_\_  
Joe Robinson  
Senior Deputy City Attorney