

**Meeting Date:** 12/2/2014

**Report Type:** Consent

**Report ID:** 2014-00849

**Title: Agreement: Regional Water Authority Legislative Advocacy Cost Sharing**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to sign a Project Agreement to participate in the Regional Water Authority Legislative Advocacy Cost Sharing Program for regional advocacy on water matters in an amount not to exceed \$15,000 through December 31, 2015.

**Contact:** Jim Peifer, Supervising Engineer, (916) 808-1416, Department of Utilities; Randi Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Government Affairs - Utilities

**Dept ID:** 14001071

**Attachments:**

1-Description/Analysis

2-Draft RWA Lobbyist Program Agreement

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**City Attorney Review**

Approved as to Form

Kourtney Burdick

11/21/2014 10:42:56 AM

**Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 11/17/2014 2:39:16 PM

## Description/Analysis

**Issue Detail:** The City of Sacramento is a member of the Regional Water Authority (RWA), a joint powers authority formed to serve and represent regional water supply interests and assist members with protecting and enhancing the reliability, availability, affordability, and quality of regional water resources. In 2013, the RWA updated its strategic plan which included the following new advocacy goal: Represent regional needs and concerns to positively influence legislative outcomes and regulatory policies and actions – including working to preserve the water rights and entitlements of members, maintaining area-of-origin protections, and protecting and ensuring water supply reliability, and specifically:

- Engage state and federal legislators representing the region and legislators on relevant committees to discuss an agenda for legislative action that represents a collective RWA member vision on items of regional importance.
- Evaluate, comment on, and advocate for statewide regulatory issues that may impact the region and its water supply reliability.

This report recommends that the City enter into a Project Agreement with RWA, to participate in RWA's proposed cost sharing program that will hire a state legislative advocate to assist in the regional advocacy services envisioned in the strategic plan.

**Policy Considerations:** City participation in the RWA program implements General Plan policy U 2.1.1, which provides that the City shall exercise and protect its water rights and entitlements.

**Economic Impacts:** Not applicable

**Environmental Considerations:** Administrative activities of this nature do not constitute a "project," and California Environmental Quality Act (CEQA) review is not required under Section 15378(b) of the CEQA Guidelines.

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Approving the recommendation will allow the City and the Region to strengthen its advocacy for water matters.

**Financial Considerations:** The City's total estimated cost under the proposed Project Agreement is estimated not-to-exceed \$15,000. Funding for this agreement will come from the operating budget of Utilities Department (Government Affairs Division).

**Local Business Enterprise (LBE):** Not applicable

**REGIONAL WATER AUTHORITY  
PROGRAM AGREEMENT**

**CONTRACT LOBBYING**

This Agreement is made and entered into as of the \_\_\_th day of \_\_\_\_\_, 2014, 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, . . .”

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 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the Participants 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 engaging a contract lobbyist to support a state government advocacy program that will enhance RWA's ability to advocate on behalf of its members and the region on legislative and regulatory matters, consistent with adopted RWA policy positions (Program). The work is further described in a scope of work attached as Exhibit 2. The Participants recognize the value of well-developed relationships with members of the state legislature and administration, active engagement on legislative and regulatory matters, development of a broad base of support, and the role of RWA as a regional representative to advance the region's interests in the water supplies, economic vitality, environmental sustainability, and quality of life of the greater Sacramento metropolitan area (Sacramento Region). The specific objectives of the Program are consistent with RWA's adopted Strategic Plan, which includes the following goal:

***Represent regional needs and concerns to positively influence legislative outcomes and regulatory policies and actions – including working to preserve the water rights and entitlements of members, maintain area of origin protections, and protect and ensure water supply reliability, and specifically***

- *Engage state and federal legislators representing the region and legislators on relevant committees to discuss an agenda for legislative action that represents a collective RWA member vision on items of regional importance.*
- *Evaluate, comment, and advocate on statewide regulatory issues that may impact the region and its water supply reliability.*

The Program work is expected to commence in January 2015 and continue at least through December 2016, with the option to continue for a subsequent, but undefined duration. A new scope of work may be developed at least annually to guide the program, and will become a part of this Agreement upon approval of the Program Committee.

**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 advise RWA staff on the implementation of this Program. The 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 seven to twelve Participants will participate in the Program as listed in Exhibit 1. Entities that are not Members or Contracting Entities of RWA may be included as partners ("Partners") in the Program at the discretion of the Program Committee to ensure the most complete representation of the Sacramento Region and to share in

the costs, but these Partners will not have voting authority on the Program Committee. Any revenue received from Partners will help to reduce the Participants' cost share.

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 monthly retainer payments to a registered California state contract lobbyist ("Contract Lobbyist") for legislative advocacy and related services, plus reimbursement of approved expenses and miscellaneous ancillary work by other vendors. 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 at the end of the current term in Article 3, above. Action to continue by the Program Committee is not binding on any individual Participant or Partner. If the Program Committee takes no action to renew the Program, then the Program will terminate.

Participants will pay fees according to the annual estimated payment schedule stated in Exhibit 1, which sets forth the maximum annual fee for each participant. RWA will solicit additional parties to participate in the Program and become a Participant or Partner in this Agreement. As additional parties enter into this Agreement: (a) those parties will become Participants or Partners; (b) RWA will update Exhibit 1 to this Agreement as appropriate to reflect the new Participants' or Partners' execution of this Agreement; and (c) those updates to Exhibit 1 will become amendments to this Agreement, provided that any such amendments may not increase any existing Participant's maximum annual cost share without unanimous approval by the Program Committee. RWA will invoice fees for the Program as soon as possible after this Agreement's effective date under Article 7 below and Participants and Partners will pay those fees within 30 days of the date of RWA's invoice or the individual Participant's or Partner's execution of this Agreement, whichever is later. RWA will invoice fees to Participants and Partners for subsequent periods on a schedule developed and approved by the Program Committee for continuation of the Program, with payments due 30 days after the invoice's date. If the Program Committee acts to terminate the program, RWA will refund any surplus funds to the Participants and Partners on a pro rata basis reflecting the amount of the payments made by each of the Participants and Partners.

Notwithstanding the remainder of this Agreement, a Partner may have a separate agreement with RWA to make contributions to the Program, as long as that agreement is: (i) consistent with this Agreement; (ii) does not interfere with the Participants' implementation of this Agreement; and (iii) approved by the Program Committee prior to RWA's execution of that agreement.

**6. Role of RWA.** The Executive Director of RWA will 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 and Partners on the status of implementation of the Program, (b) assist the Program Committee in carrying out its activities under this Agreement, (c) retain the Contract Lobbyist and other vendors; and (d) administer the Program on behalf of RWA, the

Participants and any Partners consistent with the determinations of the Program Committee, the provisions of this Agreement, and any applicable RWA policies..

**7. Authorization to Proceed with the Program.** The Program is authorized to proceed upon the commitment of at least five Participants.

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

**9. Withdrawal.** A Participant or Partner may withdraw from this Agreement without requiring termination of this Agreement, effective upon 30 days written notice to RWA and the other Participants and Partners, provided that, the withdrawing Participant or Partner will remain responsible for any indebtedness it incurs under this Agreement for the Contract Lobbyist , vendors and RWA services performed pursuant to this Agreement prior to the effective date of that Participant’s or Partner’s withdrawal. Withdrawing Participants and Partners will not be reimbursed any funds that they have paid to RWA to support the Program.

**10. Amendments.** This Agreement may be amended from time to time with the approval of all of the Participants and RWA. Partners' approval shall not be required to amend this Agreement, but Partners may withdraw from this Agreement under Article 9 above at any time.

**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 Participants concerning this Agreement’s subject matter. This Agreement incorporates and supersedes all prior statements, representations, negotiations or agreements by or among the Participants concerning that subject matter. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together constitute one and the same instrument.  
The foregoing Contract Lobbying Program Agreement, is hereby consented to and authorized by RWA and the Participants/Partners.

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Regional Water Authority

\_\_\_\_\_  
Agency

Attest:

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Secretary

**EXHIBIT 1 - DRAFT**

**REGIONAL WATER AUTHORITY**

**CONTRACT LOBBYIST PROGRAM  
PROGRAM PARTICIPANTS**

Carmichael Water District  
Citrus Heights Water District  
City of Folsom  
City of Lincoln  
City of Roseville  
City of Sacramento  
Del Paso Manor Water District  
Elk Grove Water District  
Placer County Water Agency  
Sacramento County Water Agency  
Sacramento Suburban Water District  
San Juan Water District

Payments dependent on number of participants. Payments estimated to be between \$10,000 and a not-to-exceed amount of \$15,000 annually

**EXHIBIT 2**  
**REGIONAL WATER AUTHORITY**  
**CONTRACT LOBBYIST PROGRAM**  
**SCOPE OF WORK**

In conducting the work, Contract Lobbyist will:

- Assist RWA in the development of an annual legislative and regulatory agenda and policy principles.
- Facilitate and support meetings to inform local legislators and staff on water issues in the region, including participating in meetings and tours as needed.
- Facilitate and support meetings to inform other key legislators, legislative staff and key administration officials staff on water issues in the region, including participating in meetings and tours as needed.
- Identify and track bills of interest to RWA and RWA members.
- Provide timely information to the Executive Director and legal counsel through weekly (approximately) calls and meetings.
- Provide timely information to the Program Committee through monthly (approximately) meetings and reports.
- Advise RWA in developing outreach materials.
- Advise RWA on engaging local influencers to support advocacy objectives.
- Advise RWA on political strategy with respect to specific legislation and issues, including developing positions on specific legislation.
- Actively engage legislators and administration officials to promote RWA policy positions.
- Maintain close coordination with lobbyists representing RWA members and other allied organizations.