

Meeting Date: 8/4/2016

Report Type: Consent

Report ID: 2016-00668

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

Location: Citywide

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

Contact: Tom Gohring, Executive Director, (916) 808-1998, Citywide and Community Support, Sacramento City-County Office of Metropolitan Water Planning

Presenter: None

Department: Community Support

Division: CCOMWP

Dept ID: 80004101

Attachments:

1-Description/Analysis

2-Background

3-Cost Share Agreement

City Attorney Review

Approved as to Form

Joe Robinson

7/21/2016 3:27:25 PM

Approvals/Acknowledgements

Department Director or Designee: Tom Gohring - 7/20/2016 1:13:05 PM

Description/Analysis

Issue Detail: The City and the Sacramento Area Flood Control Agency (SAFCA) jointly desire to obtain the facilitation 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. The City and SAFCA staff have developed an agreement that defines the roles and responsibilities of each regarding this effort.

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.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and government fiscal activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)).

Commission/Committee Action: None.

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

Financial Considerations: This Agreement has no effect on the City’s General Fund. The City has sufficient funding available in the CCOMWP’s operating budget (in the Habitat Management Element (HME) Fund (Fund 7104)) to advance the estimated total cost of \$44,656; SAFCA will reimburse CCOMWP for 50% of the costs. 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% of the facilitation costs, up to \$22,328, as well as up to \$2,000 for meeting room rental fees.

Local Business Enterprise (LBE): Not applicable to this inter-agency cost sharing agreement.

Background Information:

- 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 City-County Office of Metropolitan Water Planning, (CCOMWP) coordinated 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 share the cost of obtaining services from Consensus Building Institute, Inc. to assist in this effort for a total cost not-to-exceed \$44,656.

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

This Agreement is made and entered into on _____, 2016 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 \$44,656; 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 \$22,328) 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 two quarterly meetings in 2016 and two quarterly meetings in 2017, not to exceed \$2,000.00.
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 \$44,656); 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 beginning July 1, 2016 through June 30, 2017, 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 Contractor 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
1330 21st Street, Suite 103
Sacramento, CA 95811
Telephone: (916) 808-1998

To SAFCA:

Timothy Washburn, Director of Planning
Sacramento Area Flood Control Agency
1007 7th St., 7th 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 _____
John F. Shirey,
City Manager
(or Authorized Designee)

APPROVED AS TO FORM:

By: _____
M. Holly Gilchrist
Agency Counsel

By: _____
Joe Robinson
Senior Deputy City Attorney

ATTEST:

City Clerk