



Folsom City Council Staff Report

MEETING DATE:	7/14/2020
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10481 - A Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10481 - A Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom

BACKGROUND / ISSUE

The City has been working with San Juan Water District (SJWD) pertaining to federal water-related advocacy services. Our agencies continue to work together as direct diverters from Folsom Dam and Reservoir on federal legislative advocacy related to funding and water supply. As direct diverters from Folsom Dam and Reservoir, our agencies share many common federal legislative advocacy interests that can impact federal funding and local water supplies.

In November 2018, the City of Folsom entered into a memorandum of agreement (MOA) with San Juan Water District to engage The Ferguson Group (TFG) to continue lobbying efforts on behalf of the two partner agencies for a not to exceed fee of \$30,000. In March 2019, the City executed Amendment No. 1 to the MOA, bringing the total contract amount to \$33,000. The terms of the MOA have expired; however legislative advocacy is still necessary to address unforeseen Federal issues related to the Delta Plan, proposed Central Valley Project (CVP) re-

operational plans, and policy renewal processes with the U.S. Bureau of Reclamation Municipal and Industrial allocations. All these issues may impact the operations and water system allocations at Folsom Dam and Reservoir.

In May 2016, the partner agencies began a Request for Proposal (RFP) process for federal lobbying services for Fiscal Year 2017 through 2019. Three proposals were received and reviewed. Through the RFP process, the Water Purveyors selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group to perform these services. Amendment No. 3 to the MOA will allow the partner agencies to continue to share financial and staff resources in Fiscal Year 2020-21 for federal advocacy issues important to Folsom and San Juan Water District.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$62,014 or greater shall be awarded by City Council.

ANALYSIS

During the past decade, City Council and staff have been continually involved in working with Federal elected officials and agencies on a number of issues of significant importance to the cities of Folsom and Roseville and the region. The Ferguson Group (TFG) has been under contract since 2002 with SJWD and the City of Folsom to represent issues related to water reliability projects at the Folsom Reservoir. This effort has been very successful in having our concerns heard at the Federal level. This amendment to the Memorandum of Agreement will provide water-related federal advocacy services through Fiscal Year 2020-21.

In January 2016, the City of Folsom and San Juan Water District began a Request for Proposal (RFP) process for federal lobbying services for Fiscal Year 2017. The RFP allowed the agencies to continue to share financial and staff resources for federal advocacy issues important to Folsom and its partners. As agencies who share a common interest in water supply from Folsom Reservoir, federal advocacy remains a critical component to having the City's issues related to water supply reliability heard at the federal level. Through the RFP process, the partner agencies selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group to perform these services.

The Ferguson Group interacts regularly with the U.S. Bureau of Reclamation, the U.S. Army Corps of Engineers, and a myriad of other federal departments, bureaus, and agencies on behalf of the City — both in Washington, D.C. and locally. The Ferguson Group's strong relationships with key officials and staff members in these agencies are critical to the success of the City's federal lobbying program.

The Environmental & Water Resources Department recommends that the City Council authorize the City Manager to execute Amendment No. 3 to the Memorandum of Agreement

(Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom.

FINANCIAL IMPACT

The City's cost share for continuing support of the lobbying effort is for an amount not to exceed \$36,000 for Fiscal Year 2020-21. Funding for this work is budgeted and available in the FY 2020-21 Water Operating Fund (Fund 520). Amendment No. 3 to the MOA will cover the City's share of services through June 30, 2021.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Ferguson Group's contract work scope does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

ATTACHMENTS

1. Resolution No. 10481 - A Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom
2. Memorandum of Agreement regarding sharing of costs for legislative advocacy services between San Juan Water District and the City of Folsom
3. Amendment No. 1 to the Memorandum of Agreement regarding sharing of costs for legislative advocacy services between San Juan Water District and the City of Folsom
4. Amendment No. 2 to the Memorandum of Agreement regarding sharing of costs for legislative advocacy services between San Juan Water District and the City of Folsom
5. Amendment No. 3 to the Memorandum of Agreement regarding sharing of costs for legislative advocacy services between San Juan Water District and the City of Folsom

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10481

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT (CONTRACT NO. 174-21 18-087) REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES BETWEEN SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM

WHEREAS, the City has been working with San Juan Water District pertaining to federal water-related advocacy services; and

WHEREAS, San Juan Water District and the City of Folsom selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group through a competitive selection process; and

WHEREAS, Federal legislative advocacy services are still important and needed to address federal water issues; and

WHEREAS, the agreement with San Juan Water District will be for a not to exceed fee of \$36,000; and

WHEREAS, the funds have been budgeted in FY 2020-21 and funds are available in the Water Operating Fund (Fund 520); and

WHEREAS, Amendment No. 3 to the Memorandum of Agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom Authorizes the City Manager to Execute Amendment No. 3 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom

PASSED AND ADOPTED this 14th day of July 2020, by the following roll-call vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

MEMORANDUM OF AGREEMENT REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the San Juan Water District (“SJWD”) and the City of Folsom (“Folsom”).

RECITALS

WHEREAS, the above-named agencies (hereinafter referred to collectively as the “parties”, or each individually as a “party) have been working together for several years on federal legislative advocacy efforts that have been very successful and the parties desire to continue this activity; and

WHEREAS, the parties had previously executed an agreement and understanding of the parties with respect to federal legislative advocacy services associated with the City of Roseville’s retention of The Ferguson Group, LLC in a separate MOA; and

WHEREAS, the City of Roseville (“Roseville”), directed The Ferguson Group by written letter dated July 9, 2018 to amend Roseville’s contract to exclude SJWD and Folsom from the scope of work effective August 31, 2018; and

WHEREAS, SJWD entered into a document entitled “General Services Agreement“ with The Ferguson Group for federal advocacy services, beginning on September 1, 2018 and continuing until June 30, 2019 (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties believe it to be in their best interest as well as the public’s best interest, to continue working together on legislative advocacy issues.

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

1. Coordination with Lobbyist: SJWD will serve as the lead agency in contracting with The Ferguson Group, LLC. The scope of work for any services must be approved by all parties, in writing, prior to SJWD entering into any such contract. SJWD and Folsom shall jointly oversee and direct the work of the Ferguson Group, and all such decisions shall be by consensus.
2. Cost Sharing Invoices: The Agreement is considered by all parties as a pass through



agreement and the parties shall each pay in accordance with the following percentages:

SJWD	50%
Folsom	50%

The aforementioned percentages shall not be subject to change and are based on the estimated benefits anticipated by each party. Upon receipt of an invoice from the lobbying firm, SJWD shall forward a copy of the invoice to the other party or parties, who within 45 days of the date of the said invoice shall remit their percentage shares of said invoice as shown in this Section 4.

The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts, provided, however, that notwithstanding any provision contained herein, any party making payment to The Ferguson Group, LLC shall be reimbursed by the other parties for their respective percentage share of any and all amounts finally paid.

3. Term of MOA: This MOA shall be effective from September 1, 2018 and shall remain in full force and effect through June 30, 2019. Notwithstanding the foregoing, this MOA may continue for any necessary time thereafter until all obligations as stated in this MOA, including payment obligations, have been fully completed and performed by each of the parties.
4. Ceiling Price: In no event shall the total cost of lobbying support and services procured pursuant to this MOA over the partial fiscal year beginning September 1, 2018 and ending June 30, 2019 exceed sixty six thousand dollars (\$60,000) to be paid by the parties. Therefore, each party shall not be obligated to pay any amount exceeding thirty thousand, dollars (\$30,000), except by written amendment to this MOA and executed by all the parties.
5. 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

Paul Helliker
General Manager
9935 Auburn Folsom Road
Granite Bay, CA 95746
Fax: (916) 791-7361

CITY OF FOLSOM

Marcus Yasutake
Environmental & Water Resources Director
50 Natoma Street
Folsom, CA 95630
Fax: (916) 355-5603

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

7. 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.

8. 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.

SAN JUAN WATER DISTRICT,
a Community Services District

BY: Paul Helliker
Paul Helliker, General Manager

City of Folsom,
a Municipal Corporation

BY: Elaine Andersen 11/7/18
Elaine Andersen, City Manager

FUNDING AVAILABLE:

BY: James W. Francis 11/8/18
James W. Francis, CFO/Finance Director

ORIGINAL APPROVED AS TO CONTENT:

BY: Marcus Yasutake 11/11/18
Marcus Yasutake, Environmental & Water
Resources Director

ORIGINAL APPROVED AS TO FORM:

BY: Steven Wang 11/7/18
Steven Wang, City Attorney

ATTEST:

BY: Christa Freemantle 11/9/18
Christa Freemantle, City Clerk

Folsom File No. 174-21 18-087
Res 9811 08/23/2016



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ATTACHMENT 3

**AMENDMENT ONE TO THE MEMORANDUM OF AGREEMENT REGARDING
SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES
BETWEEN THE SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM**

This is the first Amendment to the Memorandum of Agreement ("MOA") that is made between the San Juan Water District ("District") and the City of Folsom ("Party") as of January 28, 2019. The District and the City of Folsom are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, The Parties entered into a MOA dated September 1, 2018, for the cost sharing of legislative advocacy services, by The Ferguson Group.

WHEREAS, this Amendment will cover the addition of reimbursable expenses incurred. Reimbursable expenses will not exceed \$6,000 for duration of the agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 4 of the Agreement, "Ceiling Price", provided for the Parties to pay Consultant a sum not to exceed \$60,000. The Parties agree to amend Section 4 of the Agreement and increase the compensation amount to \$66,000, to pay reimbursable expenses as incurred. Section 4, of the Agreement is amended to read as follows:

4. Ceiling Price: In no event shall the total cost of lobbying support and services procured pursuant to this MOA over the partial fiscal year beginning Sept 1, 2018 and ending June 30, 2019 exceed sixty six thousand dollars (\$66,000) to be paid by the parties. Therefore, each party shall not be obligated to pay any amount exceeding thirty three thousand dollars (\$33,000), except by written amendment to this MOA and executed by all parties.

2. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.



IN WITNESS WHEREOF, the parties execute this Amendment on the day and year first above written.

SAN JUAN WATER DISTRICT
a Community Services District

CITY OF FOLSOM
a Municipal Corporation

BY: Paul Helliker
Paul Helliker, General Manager

BY: Elaine Andersen
Elaine Andersen, City Manager

Funding Available:

BY: James W. Francis
James W. Francis, CFO Finance Director

ORIGINAL APPROVED AS TO CONTENT

BY: Marcus Yasutake 3/4/19
Marcus Yasutake, Environmental & Water Resources Director

ORIGINAL APPROVED AD TO FORM:

BY: Steven Wang 3/11/19
Steven Wang, City Attorney

ATTEST:

BY: Christa Freemantle 3/14/19
Christa Freemantle, City Clerk

Folsom File No. 174-21 18-087
Amend 1: Res 9811 08/23/2016



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ATTACHMENT 4

**SECOND AMENDMENT TO THE MEMORANDUM OF AGREEMENT
REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES
BETWEEN THE SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM**

This is the second Amendment to the Memorandum of Agreement Regarding Sharing of Costs for Legislative Advocacy Services (“MOA”) that is made between the San Juan Water District (“District”) and the City of Folsom (“Party”) as of July 1, 2019. The District and the City of Folsom are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOA dated September 1, 2018, for the cost sharing of federal legislative advocacy services, by The Ferguson Group.

WHEREAS, this amendment will extend the amended MOA to and through June 30, 2020, at the same level of not to exceed expenditure of \$66,000 (\$60,000 in fees and up to \$6,000 in reimbursable expenses).

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 3 of the MOA is amended to read that it “shall remain in full force and effect through June 30, 2020,” instead of June 30, 2019, while retaining all other language in the Section.
2. The previously amended Section 4 of the MOA is amended again, retaining all language except the following, to read:
 4. Ceiling Price: In no event shall the total cost of lobbying and support services procured pursuant to this MOA over the fiscal year beginning July 1, 2019 and ending June 30, 2020, exceed sixty six thousand dollars to be paid by the Parties....”
3. All other terms and conditions in the MOA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.



IN WITNESS WHEREOF, the Parties execute this Amendment, effective as of July 1, 2019.

SAN JUAN WATER DISTRICT
A Community Services District

CITY OF FOLSOM
a Municipal Corporation

BY: Paul Helliker
Paul Helliker, General Manager

BY: Elaine Andersen
Elaine Andersen, City Manager

Funding Available:

BY: Stacey Tamagni
Stacey Tamagni, Finance Director

ORIGINAL APPROVED AS TO CONTENT:

BY: Marcus Yabutake 12/11/19
Marcus Yabutake, Environmental &
Water Resources Director

ORIGINAL APPROVED AS TO FORM:

BY: Steven Wang 12/17/19
Steven Wang, City Attorney

ATTEST:

BY: Christa Freemantle 12/20/19
Christa Freemantle, City Clerk

ATTACHMENT 5

**THIRD AMENDMENT TO THE MEMORANDUM OF AGREEMENT
REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES
BETWEEN THE SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM**

This is the third Amendment to the Memorandum of Agreement Regarding Sharing of Costs for Legislative Advocacy Services (“MOA”) that is made between the San Juan Water District (“District”) and the City of Folsom (“Party”) as of July 1, 2020. The District and the City of Folsom are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOA dated September 1, 2018, for the cost sharing of federal legislative advocacy services, by The Ferguson Group.

WHEREAS, this amendment will extend the amended MOA to and through June 30, 2021, at the not to exceed expenditure of \$72,000 (inclusive of regular business expenses).

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 3 of the MOA is amended to read that it “shall remain in full force and effect through June 30, 2021,” instead of June 30, 2019, while retaining all other language in the Section.
2. The previously amended Section 4 of the MOA is amended again, retaining all language except the following, to read:
 4. Ceiling Price: In no event shall the total cost of lobbying and support services procured pursuant to this MOA over the fiscal year beginning July 1, 2020 and ending June 30, 2021, exceed seventy-two thousand dollars to be paid by the Parties....”
3. All other terms and conditions in the MOA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment, effective as of July 1, 2020.

SAN JUAN WATER DISTRICT
A Community Services District

CITY OF FOLSOM
a Municipal Corporation

BY: _____
Paul Helliker, General Manager

BY: _____
Elaine Andersen, City Manager

Funding Available:

BY: _____
James W. Francis, CFO Finance Director

ORIGINAL APPROVED AS TO CONTENT:

BY: _____
Marcus Yasutake, Environmental &
Water Resources Director

ORIGINAL APPROVED AS TO FORM:

BY: _____
Steven Wang, City Attorney

ATTEST:

BY: _____
Christa Freemantle, City Clerk

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