



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00869

July 25, 2017

Consent Item 06

Title: Agreement: Cost Sharing with the Sacramento Area Flood Control Agency for Cordova Creek Landscape Maintenance

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or his designee, to execute an agreement with the Sacramento Area Flood Control Agency (SAFCA) for SAFCA to provide reimbursement for 83% of the cost for Cordova Creek landscape maintenance work, up to a maximum reimbursement amount of \$75,000.

Contact: Virginia Smith, Program Specialist, (916) 808-1995; Tom Gohring, Executive Director, (916) 808-1998, City-County Office of Metropolitan Water Planning

Presenter: None.

Attachments:

1-Description/Analysis

2-Agreement

Description/Analysis

Issue Detail: The City-County Office of Metropolitan Water Planning (CCOMWP, also known as the Water Forum), SAFCA, and other project partners have recently completed restoration work at Cordova Creek on the American River parkway. The project was funded primarily by state grants. The work entailed naturalizing an existing concrete drainage channel. The project included landscaping with native plants, which required further maintenance.

The CCOMWP entered into a contract for this maintenance (Contract No. 2017-0607), in an amount not to exceed \$90,000, with the landscape architect on the project, Hanford Applied Restoration & Conservation. SAFCA and CCOMWP have agreed to share the cost of the maintenance work, with SAFCA reimbursing the CCOMWP for 83% of the cost of Hanford Applied Restoration & Conservation's landscape maintenance services, up to a maximum reimbursement amount of \$75,000.

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 CCOMWP, approving its work plan, and supporting the efforts of the Water Forum.

Economic Impacts: None.

Environmental Considerations: This recommendation relates to ongoing administrative activities that do not constitute a "project" and therefore are exempt from the California Environmental Quality Act (CEQA), under Section 15378(b) of the CEQA guidelines.

Sustainability: None.

Commission/Committee Action: None.

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

Financial Considerations: This Agreement has no impact on the City's General Fund. The estimated cost of \$90,000 for the landscape maintenance work associated with this project will be paid from the CCOMWP Habitat Management Element (HME) Fund 7104. Under the proposed cost-sharing agreement, SAFCA has agreed to reimburse CCOMWP for an amount not to exceed \$75,000.

Local Business Enterprise (LBE): Not applicable.

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).
- CCOMWP and SAFCA have agreed as to the roles and responsibilities of each party with respect to reimbursement for the costs associated with this project.

Requires Council Approval: N Y

Council Meeting Date: 07/25/2017

Real Estate Other Party Signature Needed Recording Requested

General Information

Contract Type: Inter-Agency Agreement
PO Type: IAGN
\$ Not to Exceed: \$90,000
Other Party: SAFCA
Project Name: Cordova Creek Landscape Ma
Project Number:
Bid Transaction #:

Attachment #:
Original Doc #:
Certified Copies of Document:
Deed:
Tax ID # (if applicable):
Preferences:
LBE [] SBE [] DBE [] MWBE []

Department Information

Department: Citywide/Comm Support []
Project Manager: Tom Gohring
Contract Services: Virginia Smith
Phone Number: (916) 808-1995
Division: CCOMWP
Supervisor: Tom Gohring
Division Manager: Tom Gohring
Date: 06/22/2017 Org Number: 80004101

Comment: Two copies attached. Please return one executed copy to Virginia Smith. Thank you.

Review and Signature Routing

Table with 3 columns: Department, Signature or Initial, Date. Rows for Project Manager, Accounting, Contract Services, Supervisor, and Division Manager.

Table with 3 columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail [] Notify for Pick Up []

Table with 3 columns: Authorization, Signature or Initial, Date. Rows for Department Director and City Manager.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

For City Clerk Processing
Finalized:
Initial:
Date:
Imaged:
Initial:
Date:
Received:
(City Clerk Stamp Here)

**AGREEMENT FOR COST SHARING
AND PROVISION OF SERVICES
CORDOVA CREEK LANDSCAPE MAINTANCE**

This Agreement is made and entered into on _____, 2017 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), has contracted with Hanford Applied Restoration & Conservation (Contractor) for a total not to exceed amount of \$90,000 for ongoing landscape maintenance services; including but not limited to weed management by hand pulling, string trimming, mowing and herbicide application; and management of the irrigation system operation at Cordova Creek; and

WHEREAS, the parties desire to set forth their understanding and agreement as to the funding of the Contractor's Professional Services Agreement ("Agreement").

AGREEMENT

NOW, THEREFORE, THE PARTIES agree as follows:

1. SAFCA's Obligations.
 - A. SAFCA agrees to reimburse the City for 83% of costs incurred (not to exceed \$75,000) in relation to the Professional Services Agreement with Contractor.

2. City's Obligations.
 - A. City in consultation with SAFCA agrees to manage the Agreement with Contractor for work to be performed by the Contractor for the landscape maintenance of Cordova Creek; and

 - B. City shall pay to Contractor the total cost of these services (not to exceed \$90,000); and shall bill SAFCA for a 83% reimbursement; and

- C. City shall consult SAFCA prior to obligating any additional funds to the Contractor and 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 May 8, 2017 through December 31, 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 requesting reimbursement following completion of the services described in the Agreement. 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:

Richard Johnson, Executive Director
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, or of City's contractors or subcontractors or their respective officers and 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

By _____
Authorized Signatory

APPROVED AS TO FORM:

By: 
M. Holly Gilchrist
Agency Counsel

By: 
City Attorney

ATTEST:

City Clerk