



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing Participation with the Delta Coalition in the Joint Hiring of Sacramento Advocates, Inc., of Sacramento (\$8,000)

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing participation with the Delta Coalition in the joint hiring of Sacramento Advocates, Inc., of Sacramento, in the amount of \$8,000.

BACKGROUND INFORMATION: The San Joaquin County Delta Coalition (Coalition), headed by the City of Stockton and chaired by Mayor Ann Johnston, comprises all cities in San Joaquin County, the Board of Supervisors, county water suppliers, local Chambers of Commerce, members of the development community and leaders in the business sector. The Coalition's objective is to present unified responses to provisions drafted by the Delta Stewardship Council as contained in the Bay Delta Conservation Plan (BDCP) and the Delta Plan.

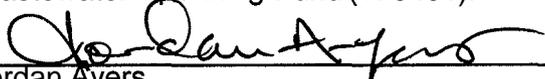
As proposed, the BDCP and the Delta Plan may adversely affect economic development and sustainability, local governance, water supplies, flood control, agricultural production and habitat management throughout San Joaquin County and the Delta region.

On December 21, 2011, City Council adopted Resolution No. 2011-201 supporting the joint resolution of cities, County and other San Joaquin County stakeholders regarding land use, water and other Delta-related issues. The purpose of the joint resolution was to facilitate a coordinated and collaborative response regarding the adoption and implementation of the BDCP, the Delta Plan and the Draft Program Environmental Impact Report.

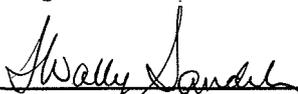
In the attached letter dated February 1, 2012, the Coalition requests the City, along with the other members of the Coalition, to participate in the joint hiring of the lobbying firm Sacramento Advocates, Inc., that will advocate for the Coalition on specific provisions in the BDCP and the Delta Plan. The City's share of the \$233,000 lobbying agreement is \$8,000 as presented in the attached cost-sharing plan.

FISCAL IMPACT: White Slough Wastewater Treatment Plant operations could be impacted by implementation of the BDCP and Delta Plan provisions.

FUNDING AVAILABLE: Wastewater Operating Fund (170401).



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
 FWS/CES/pmf
 Attachment
 cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
 Gary Wiman, Construction Manager

APPROVED: 

 Konrad Bartlam, City Manager

ANN JOHNSTON
Mayor

KATHERINE M. MILLER
Vice Mayor
District 2



CITY OF STOCKTON

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CITY CLERK
CITY OF LODI

ELBERT H. HOLMAN, JR.
District 1

PAUL CANEPA
District 3

DIANA LOWERY
District 4

SUSAN TALAMANTES EGGMAN
District 5

DALE FRITCHEN
District 6

February 1, 2012

Joanne Mounce, Mayor
City of Lodi
P. O. Box 3006
Lodi, CA 95241-1910

Thank you for supporting the Delta Coalition and approving the Resolution on *Land Use, Water, and Other* Delta Related Issues during this past month. Your action demonstrates your understanding of the current and ongoing threats to our Delta agricultural economy, our water supply and water quality, and our local land use authority.

The Delta Coalition, comprised of all the cities in San Joaquin County, the Board of Supervisors, county water suppliers, our local chambers of commerce, and leaders of our business sector, have agreed to hire a Sacramento lobbying firm to advocate specifically on the three major areas threatened by the Bay Delta Conservation Plan (BDCP) and the Delta Plan as drafted by the Delta Stewardship Council (DSC). Those three areas involve the Delta Plan's "covered actions", the BDCP "conveyance" system, and the costs of that conveyance system.

The lobbying firm approved by the Delta Coalition is Sacramento Advocates, Inc. They have the experience and resources to effectively present our mutual concerns to the Governor's office as well as the Legislature. I've attached their contract proposal with the agreed upon scope of services for your information, The City of Stockton will act as the lead agency in hiring Sacramento Advocates, Inc. with the understanding that their cost will be shared by Delta Coalition members. Attached you will find a proposed cost sharing plan that we hope your Council will consider as soon as possible.

We appreciate the City of Lodi's partnership in this very critical initiative and hope that the strength we demonstrate can be used effectively to alter the course of the BDCP and the Delta Plan.

Thank you for your prompt attention to this matter. My colleagues and I will be happy to attend the meeting when you consider this request and offer additional information or clarification.

Handwritten signature of Ann Johnston in cursive.
Ann Johnston
Chair, Delta Coalition
Mayor, City of Stockton

AJ:jml

Enclosures: Sacramento Advocates, Inc. contract proposal
Delta Coalition proposed cost sharing plan

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Template for Agreement

What follows, as you requested, is a proposal for lobbying services to be provided by Sacramento Advocates, Inc. on behalf of the Delta Coalition for lobbying services for commencing with the effective date of this agreement and concluding September 30, 2022.

Proposal for Services

Sacramento Advocates, Inc. will assist The Delta Coalition in the development and execution of a public policy strategy before the California Legislature, the Governor's Office, all appropriate Executive Branch Agencies and Departments, boards and commissions and other state Constitutional Officers as necessary or beneficial.

Scope of Work

BDCP

- Engage the Brown Administration, including but not limited to, the Governor's executive secretary Nancy McFadden, his Legislative Secretary Gareth Elliot, and Secretary of Resources John Laird to press the case for wresting the BDCP out of private hands, and making it a truly inclusive process, grounded on science and equally focused on restoration and water reliability. (Non-diversion alternatives have to be included as part of the EIFUEIS of the BDCP; a cost benefit analysis should be taken for all diversion and non-diversion alternatives; an independent review of the science must be done in coordination with the Delta counties; and of course, the BDCP governance role has to include a role for decision-makers in the Delta counties).
- Reach out to the water retailer community, the critics of MWD and the other exporters, to broaden the discrediting of the BDCP. This has to be made bigger than just the Delta.
- Engage statewide taxpayer organizations to launch broadsides over the costs to ratepayers of a conveyance facility vs. upgrading and repairing Delta levees to better satisfy the twin goals,
- Concurrently, introduce legislation in February 2012 to require the proposed changes to the BDCP.
- Strategize and propose new conditions on current water importers as part of any

Delta Stewardship Council/Delta Plan

- Coordinate activities with the Delta area and environmental community opponents to the Delta Protection Act; Seek insertion into the Delta Plan a protection of local government sovereignty (local governments to identify areas of conflict with the Delta Plan in order to seek specific changes in the Delta Plan). Seek legislation to require the Plan to acknowledge **and** avoid conflicts with existing requirements placed upon local governments because of covered action.
- Engage with the Administration **and** the Executive Agencies in the discussions as they develop a revised water bond act for 2012.

Specifics of Contract

This proposal shall serve as a contract between the Delta Coalition (hereinafter, CLIENT) and Sacramento Advocates, Inc. (hereinafter ADVOCATE), whereby ADVOCATE agrees to represent CLIENT'S interests before the California Legislature, the Office of the Governor, State Constitutional Officers, and any and all agencies of the State of California as needed, as an advocate for CLIENT'S positions on state policy and legislative matters as directed by CLIENT.

For said services, CLIENT shall pay ADVOCATE a fee of \$10,000 for the remainder of the month of January, 2012. The monthly fee shall be \$25,000 per month effective February 1, 2012 **and** shall continue at that rate through September 30, 2012. Fees shall be considered due and payable on the first of each month, commencing with the effective date of this agreement, with the last payment under the terms of this agreement due on September 1, 2012.

Additionally, ADVOCATE may bill client for normal and customary business expenses (including, but not limited to, authorized travel and accommodations) incurred while transacting business as defined herein on behalf of CLIENT. Such expenses must be approved in advance by CLIENT and shall be due upon receipt.

It is the intention of the parties to this agreement that the services rendered hereunder and the Payments made therefore are not in any way contingent upon the enactment or defeat of any legislative or administrative proposal. The parties hereto agree that such sums as are paid pursuant to this agreement shall be deemed to be the reasonable value of services rendered hereunder. In the event that any agency or court determines that such payments were otherwise contingent, this agreement shall be deemed rescinded.

It is the intention of the parties to this agreement that ADVOCATE is an independent contractor and not an employee, agent, joint venturer or partner of CLIENT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and ADVOCATE. Both parties acknowledge that ADVOCATE is not an employee for state or federal tax purposes. ADVOCATE shall retain the right to perform such services for others during the term of this agreement.

ADVOCATE is responsible for complying with the reporting requirements of a "lobbyist" pursuant to the California Political Reform Act. **CLIENT is responsible** for complying with the reporting requirements of a "lobbyist employer" pursuant to **the** California Political Reform Act.

Either party may terminate the agreement, with or without cause, **on sixty (60) days** advance written notice to the **non-terminating party**. No payment obligations shall exist after the effective date of the notice of termination, except for chargeable expenses incurred **prior** to that date.

If the above meets with your approval, please sign where indicated below and return one original with the first payment.

Sincerely,

BARRY S. BROKAW for
SACRAMENTO ADVOCATES

Accepted and Agreed To:

By:

Dated: _____



RESOLUTION NO. 2012-17

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PARTICIPATION WITH THE DELTA
COALITION IN THE JOINT HIRING OF A LOBBYING FIRM

WHEREAS, the San Joaquin County Delta Initiative Coalition was formed to present unified responses to provisions drafted by the Delta Stewardship Council as contained in the Bay Delta Conservation Plan and the Delta Plan and consists of all cities in San Joaquin County, the Board of Supervisors, county water suppliers, local Chambers of Commerce, members of the development community, and leaders in the business sector; and

WHEREAS, on December 21, 2011, City Council adopted Resolution No. 2011-201 supporting the joint resolution of cities, County, and other San Joaquin County stakeholders regarding land use, water, and other Delta-related issues; and

WHEREAS, the Coalition has requested the City, along with the other members of the Coalition, participate in the joint hiring of Sacramento Advocates, Inc., to advocate on specific provisions in the Bay Delta Conservation Plan and the Delta Plan; and

WHEREAS, the City of Lodi's share of the \$233,000 lobbying agreement is \$8,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize participation with the San Joaquin County Delta Initiative Coalition in the joint hiring of the lobbying firm Sacramento Advocates, Inc., of Sacramento, California; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes payment of the City's share of the lobbying agreement in the amount of \$8,000.

Dated: March 7, 2012

I hereby certify that Resolution No. 2012-17 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL

City Clerk