

Topic: Extension of Federal Advocacy Services with The Ferguson Group and conforming Amendments to MOAs for Reimbursement to San Juan Water District

Date: June 10, 2025

Item For: Consent

Submitted By: Cathy Lee, General Manager

BACKGROUND

The District participates in federal advocacy services by The Ferguson Group (TFG) with San Juan Water District (SJWD) and City of Folsom (Folsom) since 2021. SJWD is the administering agency coordinating with the District, Folsom, and TFG on contracting and billing activities.

SUMMARY/DISCUSSION

The District has received over \$3M in congressional appropriation grants in 2022 and 2023 and was selected for 2026 congressional funding in the amount of \$3.5M for the Ranney Collectors rehabilitation project. TFG assisted in coordinating with the District and congressional representatives for submittal and advocating for the funding requests.

TFG's contract has been an annual contract and fees have been unchanged with SJWD for the last five years with the District's share being \$3,000 per quarter since 2021. The current amendment request includes intention language to retain TFG for the next three years, with a 5% fee increase this year, no increase in year two, and a 5% increase in year three.

By approving this proposed 4th Amendment (Attachment 1) to the original Memorandum of Agreement (MOA) with SJWD, the District will express its intent to continue its relationship with TFG via SJWD for federal advocacy over the next three years at a retainer for both FY 2025/26 and FY 2026/27 at \$3,150/quarter and FY 2027/28 at \$3307.5/quarter.

FINANCIAL IMPACT

The fees for TFG is included in the FY 2025/26 Budget, to be approved by the Board in June 2025 and the impact from previous years is \$150 per quarter.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the General Manager to sign proposed 4th Amendment to the MOA with San Juan Water District for federal advocacy services with the Ferguson Group.

ATTACHMENTS

1. Amendment no. 4 to the Memorandum of Agreement for reimbursement of payments for federal legislative advocacy services between San Juan Water District and Carmichael Water District

ATTACHMENT 1

AMENDMENT No. 4 TO THE MEMORANDUM OF AGREEMENT FOR REIMBURSEMENT OF PAYMENTS FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES BETWEEN SAN JUAN WATER DISTRICT AND CARMICHAEL WATER DISTRICT

This is Amendment No. 4 to the Memorandum of Agreement for Reimbursement of Payments for Federal Legislative Advocacy Services (“MOA”) that was made between the San Juan Water District (“District”) and the Carmichael Water District (“CWD”) as of September 1, 2021. The District and the CWD are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOA dated September 1, 2021, for the cost sharing of federal legislative advocacy services, by The Ferguson Group.

WHEREAS, this amendment extends the previously amended MOA for three years to and through June 30, 2028, at the not to exceed expenditure of (1) \$9,444 for services provided from July 1, 2025 through June 30, 2026 at \$787 per month; (2) \$9,444 for services provided from July 1, 2026 through June 30, 2027 at \$787 per month; and, (3) \$9,912 for services provided from July 1, 2027 through June 30, 2028 at \$826 per month (inclusive in all years of regular business expenses).

WHEREAS, it is understood by the Parties that each year’s funding of CWD’s not to exceed obligation is dependent upon inclusion in CWD’s annual budget, which is subject to approval by the CWD Board of Directors.

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, 2028,” instead of June 30, 2023, while retaining all other language in the Section.
2. 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.
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.

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IN WITNESS WHEREOF, the Parties execute this Amendment, effective as of July 1, 2025.

SAN JUAN WATER DISTRICT

By: _____

Paul Helliker
General Manager

Date: _____

CARMICHAEL WATER DISTRICT

By: _____

Cathy Lee
General Manager

Date: _____