

**REGIONAL WATER AUTHORITY
EXECUTIVE COMMITTEE AGENDA**

**October 24, 2018; 8:30 a.m.
5620 Birdcage Street, Suite 110
Citrus Heights, CA 95610
(916) 967-7692**

AGENDA

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the committee may do so at this time. Please keep your comments to less than three minutes.
- 3. CONSENT CALENDAR**
Minutes of the September 27, 2018 Executive Committee meeting
Action: Approve Consent Calendar items
- 4. INTRODUCTION OF AUDITORS GILBERT ASSOCIATES, INC.**
Information Presentation: John Woodling, Executive Director
- 5. RETIREE HEALTH BENEFITS**
Information Presentation: John Woodling, Executive Director
- 6. SUBCOMMITTEE UPDATES**
Information Presentation and Discussion: Conference and Membership Subcommittees
- 7. PROPOSED AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY CONSULTANT SUPPORT SELECTION**
Information Presentation: Rob Swartz, Manager of Technical Services
Action: Approve Consultant Selection Process and Recommendation
- 8. LANDSCAPE IMAGERY ANALYSIS PROPOSAL**
Information Presentation: Amy Talbot, Water Efficiency Program Manager
Action: Approve Executive Director to enter into a contract with Land IQ for a not-to-exceed amount of \$85,000, subject to funding availability

9. NOVEMBER 8, 2018 RWA BOARD MEETING AGENDA
Action: Approve November 8, 2018 proposed RWA Board Meeting Agenda

10. EXECUTIVE DIRECTOR'S REPORT

11. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Upcoming Executive Committee Meetings – December 5, 2018 and January 23, 2019 at 8:30 a.m. at the RWA office

Next RWA Board of Directors' Meeting – Thursday, November 8, 2018, at 9:00 a.m. in the RWA conference room, 5620 Birdcage Street, Ste. 110, Citrus Heights, CA 95610

October 24, 2018

AGENDA ITEM 3a: CONSENT CALENDAR

Minutes of the September 27, 2018 Executive Committee meeting

Action: Approve Consent Calendar item

1. CALL TO ORDER

Chair Yasutake called the meeting of the Executive Committee to order at 8:30 a.m. Individuals in attendance are listed below:

Executive Committee Members

Ron Greenwood, Carmichael Water District
Marcus Yasutake, City of Folsom
Jim Peifer, City of Sacramento
Debra Sedwick, Del Paso Manor Water District
Paul Schubert, Golden State Water Company
Kerry Schmitz, Sacramento County Water Agency
Dan York, Sacramento Suburban Water District
Pam Tobin, San Juan Water District

Staff Members

John Woodling, Rob Swartz, Nancy Marrier, Cecilia Partridge, Monica Garcia and Jennifer Buckman, legal counsel

Others in Attendance

Bruce Kamilos and Brent Smith

2. PUBLIC COMMENT

None.

3. CONSENT CALENDAR

- a. The minutes from the Executive Committee meeting held August 22, 2018.

Motion/Second/Carried (M/S/C) Ms. Tobin moved, with a second by Mr. York, to approve the minutes from the August 22, 2018 Executive Committee meeting. The motion carried by the unanimous voice vote of all directors present.

- b. Recommend RWA Board approval of RWA Affiliate application from Fracta, Inc.

Chair Yasutake said that an email request was received from Mark Madison, Elk Grove Water District to pull item 3b for discussion.

M/S/C Mr. Yasutake moved, with a second by Mr. Schubert, to pull item 3b from the Consent Calendar. The motion carried by the unanimous voice vote of all directors present.

Bruce Kamilos stated that Elk Grove Water District is opposed to the request from Fracta, Inc. for RWA Affiliate membership. While Fracta, Inc. has interesting technology what they do does not qualify in the interest of the RWA regional water activities. Fracta, Inc. is a vendor with a narrow scope of provided services. They are different than the current affiliate members who do regional water planning for the area. Allowing Fracta, Inc. to become an RWA Affiliate member is outside the framework of what RWA has established.

The purpose of the RWA Affiliate Membership is for public or private entities with an interest and management role in regional water matters that are not eligible for other classes of membership in RWA. The purpose of the Affiliate relationship is to promote communication between water managers and the community and to support RWA's efforts to educate and inform the public.

Current Affiliate members include a water conservation task force comprised of golf course managers, consultants who have worked for RWA and member agencies and the Sacramento Association of Realtors who, during the drought, wanted to understand what information was available to give to their buyers about water use on their properties.

It was suggested that Fracta, Inc. as an Affiliate member would be beneficial as they are an important part of the industry in terms of machine learning and identifying when a utility should replace pipes.

M/S/C Mr. Schubert moved, with a second by Mr. Greenwood, to recommend RWA Board approval of the RWA Affiliate application from Fracta, Inc. The motion carried by the unanimous voice vote of all directors present.

4. INTRODUCTION OF AUDITORS GILBERT ASSOCIATES, INC.

The firm of Gilbert Associates, Inc. has been retained to provide professional auditing services for RWA for a five year term. The firm will begin auditing services with FY2018-2019. Gilbert Associates would like the opportunity to introduce their staff to the Executive Committee however they were unavailable for the meeting today because it was rescheduled from September 26th. Gilbert Associates are expected to attend the October 24th Executive Committee meeting for introductions.

5. RETIREE HEALTH BENEFITS

The Executive Committee directed staff to evaluate alternatives that would lower the long term costs of providing health benefits to retirees. Participating in the CalPERS health program limits options and adds complexity. Staff briefed the

Executive Committee on available alternatives seeking direction for moving forward.

John Woodling, Executive Director, gave a presentation on modifying retiree health benefits. He gave an overview of the Public Employees' Medical and Hospital Care Act (PEMHCA) requirements, the history of RWA retiree health benefits, the current status of retirees and actives and alternatives under PEMHCA.

PEMHCA requires that retirees must be allowed to continue coverage if an agency has a contract with CalPERS for active employees and that contributions for retirees must be equal to contributions for active employees

RWA has two Resolutions with CalPERS. Resolution 1993-06 has no requirement for years of service with RWA and the cap that the retirees receive is \$400 per month. RWA changed the resolution in 2007 and requires that employees have five years with RWA and a total of 10 years with CalPERS to receive a 50% benefit. Each year after 10 years employees will receive 5% each year until they receive 100% with 20 years of CalPERS service.

You must retire from RWA to receive retiree health benefits. There are two retirees under Resolution 1993-06 and one retiree under Resolution 2007-03. The combined monthly premium for the three retirees is \$2,100. There are six active employees under Resolution 2007-03. Four actives are vested and are at retirement age. A CERBT Trust was established to put the money away for both current and future retirees.

RWA goals are to maintain a commitment to current retirees, maintain retirement commitments to current active employees, reduce long term retiree costs for future employees and maintain competitive benefits that allow RWA to recruit and retain employees. There is an alternative for actives and retirees receiving the same contribution. This can be done by adopting a new resolution with CalPERS for both retirees and active employees. The minimum payment for 2019 would be \$136 and would increase each year by a minimal amount. That would allow RWA to pay the \$136 to both actives and retirees. RWA would then supplement the current retirees for the remainder of the amount they were entitled to receive when they retired. RWA would supplement that amount for active employees and continue to pay full health benefits. RWA would also supplement current employees when they retire so their overall benefit is equivalent to that under Resolution 2007-03. RWA can change the way that future hires will be paid their retiree health benefits.

Under IRS Code Section 125, RWA would need to establish a cafeteria flexible benefit plan and a health reimbursement agreement (HRA). To establish the cafeteria plan RWA would need to establish some other flexible benefit within the flexible spending account. The positive side of this approach includes maintaining the commitment to existing staff and retirees, reinforcing the ability to meet financial commitments, reducing long-term liability for OPEB, improving flexibility to modify benefits over time and it is the most flexible approach. The negative side of

this approach is that it provides a benefit to short-term employees and may limit recruitment and retention if not properly implemented.

Mr. Woodling requested direction on whether we should pursue the minimum contribution resolution. It was suggested that the Executive Director provide a spreadsheet to the RWA Board to include existing benefits, what the proposed replacement benefits would be with a column showing how the employees are receiving the same benefits today as they will in the future.

6. UPDATE OF POLICY 400.2 EMPLOYEE COMPENSATION

RWA conducted a compensation survey in 2017, which was approved by the Executive Committee consistent with Policy 400.2. Proposed salary schedules derived from the compensation survey were very contentious when considered for approval by the RWA Board. Both the proposed salaries and the methodology of the compensation survey were questioned by a few RWA members. After modification and an additional discussion at Executive Committee meetings, the salary schedules were approved by the Board in November 2017. The Executive Committee agreed to revisit Policy 400.2 and consider changes to the process for compensation surveys in the future. At the August Executive Committee meeting amendments were suggested to Policy 400.2 for clarification of the compensation survey and compensation setting process.

The Executive Committee directed the Executive Director to request input from the HR consultant and bring a revised draft of the Employee Compensation Policy 400.2 to the September Executive Committee meeting for further discussion.

It was suggested that the last line of the second paragraph on page two be changed to read "With the exception of changes resulting from the cost-of-living adjustments as specified below, changes to the pay scales are subject to review and approval by the Board of Directors."

M/S/C Mr. Schubert moved, with a second by Ms. Tobin, to recommend Board approval of amended policy 400.2 with the suggested change. The motion carried by the unanimous voice vote of all directors present.

7. SUBCOMMITTEE UPDATES

The Conference Subcommittee is planning an event in spring of 2019 the scope of which is under consideration. The subcommittee met September 13th and will meet again on October 3rd. The subcommittee is also planning a Delta Update workshop event that will follow the November Board meeting.

Ms. Schmitz reported that the focus of the Conference Subcommittee has changed from Water Efficiency for the conservation event. The subcommittee is determining what would be valuable and defining who the audience would be.

The Membership Subcommittee plans to meet to scale down the action items and focus on who best to make contacts with the agencies seen as high value targets.

Ms. Tobin, subcommittee chair, Mr. Greenwood and Mr. Woodling met on September 24th. There is a need to define what the mutual benefit and value is for realtors and RWA. On the list of potential members as high value targets are NID, City of Woodland and SACOG. Ms. Tobin requested Executive Committee members reach out to contacts they may have and report at the next Executive Committee meeting on the contacts made with SACOG representatives to determine their interest in RWA membership.

8. EXECUTIVE DIRECTOR'S REPORT

Mr. Woodling reported that the Governor signed a bill sponsored by Byron-Bethany Irrigation District to set up a Water Rights Hearings Officer portion of the State Water Board.

Once our government affairs staff is on board, the Executive Committee and the RWA board needs to develop a policy around how to fund water for disadvantaged communities. We were successful that the water tax did not pass but the water tax is expected to be back in the legislature in the future.

9. DIRECTORS' COMMENTS

Ms. Sedwick said that Del Paso Manor Water District has seven people running for three vacant seats on their board. She attended the National Rural Water Conference and talked with a DC lobbyist about S 302. There will be a change of language in the bill to make it easier to understand and there will be a working group to define what the language will be.

Ms. Tobin reported that San Juan Water District has three seats up with none contested on their board. The Region 4 tour that was held at the Sacramento Suburban Water District Antelope Gardens was very successful. The District's 2019 budget workshop is scheduled for this afternoon.

Mr. Schubert said that he attended the Water Education Foundation Annual Summit where some good panel discussions were presented.

Mr. Greenwood said Carmichael Water District has two seats available on their board, one that was vacated when John Wallace retired.

Mr. York said that Sacramento Suburban Water District is currently performing a full compensation study. The district is also completing a water analysis. The Antelope Gardens facility will be presented to the board with the intention of being repurposed. It would be costly to refurbish the facility and it is an expense each year to maintain.

Chair Yasutake said that City of Folsom has twelve people running for three Council seats. He thanked Mr. Woodling for attending their City Council meeting with a presentation on the SGA twentieth year anniversary. On October 6th, the City of Folsom, Orange Vale Water Company, City Heights Water District and Fair Oaks Water District will join host San Juan Water District for a Customer Appreciation Day Open House.

ADJOURNMENT

With no further business to come before the Executive Committee, Chair Yasutake adjourned the meeting at 10:25 a.m.

By:

Chairperson

Attest:

Nancy Marrier, Board Secretary / Treasurer

October 24, 2018

AGENDA ITEM 4: INTRODUCTION OF AUDITORS GILBERT ASSOCIATES, INC.

BACKGROUND:

The firm of Gilbert Associates, Inc. has been retained to provide professional auditing services for RWA for a five year term. The firm will begin auditing services with FY2018-2019. Gilbert Associates would like the opportunity to introduce their staff to the Executive Committee.

STAFF RECOMMENDATION:

Information: John Woodling, Executive Director

October 24, 2018

AGENDA ITEM 5: RETIREE HEALTH BENEFITS

BACKGROUND:

The Executive Committee directed staff to evaluate alternatives that would lower the long term costs of providing health benefits to retirees. Participating in the CalPERS health program limits options and adds complexity. Staff will brief the Executive Committee on available alternatives and seek direction for moving forward.

STAFF RECOMMENDATION:

Information Presentation: John Woodling, Executive Director

October 24, 2018

AGENDA ITEM 6: SUBCOMMITTEE UPDATES

BACKGROUND:

The Conference Subcommittee is planning an event in spring of 2019 the scope of which is under consideration. The subcommittee met September 13th and met again on October 3rd. The subcommittee is also planning a lawyer focused Delta Flows event that will follow the November Board meeting.

The Membership Subcommittee plans to meet to scale down the action items and focus on who best to make contacts with the agencies seen as high value targets. Ms. Tobin, subcommittee chair, Mr. Greenwood and Mr. Woodling met on September 24th.

STAFF RECOMMENDATION:

Information Presentation and Discussion: Conference and Membership Subcommittees

October 24, 2018

AGENDA ITEM 7: PROPOSED AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY CONSULTANT SUPPORT SELECTION

BACKGROUND:

Several agencies have expressed an interest in developing a subscription-based project for a high-level feasibility study of employing aquifer storage and recovery (ASR) wells in the region. In order to develop a project agreement for the study, it is first necessary to identify a consultant with expertise in the construction and use of ASR wells to assist in scoping the work required to answer the questions of the potential study participants.

On September 13th, staff released a request for qualifications (RFQ) by posting it on the RWA and SGA websites, sending an e-mail to individuals that subscribe to the RWA interest list for contracting opportunities, and by forwarding to the RWA members that are interested in the ASR study for further distribution. A copy of the RFQ is enclosed. The RFQs were due to RWA by October 12th. Two responses were received. Staff is currently working with staff from Citrus Heights Water District and the City of Sacramento to review the responses, and we expect to have a summary of the results and recommendation for the Executive Committee at its meeting on October 24th.

Staff will be requesting only approval of the consultant selection process at this time. Due to the unique nature of ASR, we do not have a scope of work and budget to approve. However, the budget is not anticipated to be above the Executive Committee approval authority under RWA Policy 300.2. A scope of work and budget, and a subscription project agreement will be brought to the Executive Committee at an upcoming meeting for additional approvals, as applicable.

STAFF RECOMMENDATION:

Information Presentation: Rob Swartz, Manager of Technical Services

Action: Approve consultant selection process and recommendation

REQUEST FOR QUALIFICATIONS (RFQ)

The Regional Water Authority (RWA) is seeking a qualified consulting firm with extensive experience with design, construction, and operations of aquifer storage and recovery (ASR) wells to provide support for investigating the feasibility of employing ASR in the greater Sacramento metropolitan area. While a detailed scope of work is yet to be developed, a primary focus of the study will be to improve our understanding of a number of issues identified by regional water agencies, which are listed in the Scope of Services section below.

The RWA was formed in 2001 as a joint powers authority to serve and represent the interests of more than 20 water providers and associated agencies in the greater Sacramento region. The RWA's vision includes effectively managing water resources to provide high quality water supplies to the public at a reasonable cost. Other RWA goals include supporting and implementing the objectives of the Sacramento Area Water Forum to preserve American River environmental values and ensure a reliable water supply through the year 2030. Additional information on RWA can be found at <http://www.rwah2o.org>.

The RWA reserves the right to modify the anticipated timeline set forth below. The RWA reserves the right to reject any and all submittals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This RFQ does not obligate the RWA to award a contract. There is no expressed or implied obligation for the RWA to reimburse responding firms for any expenses incurred in preparing submittals in response to this request.

To be considered, three bound copies of the submittal and one unbound copy must be received by the contact below by **3:00 p.m. on Friday, October 12, 2018**. The RWA reserves the right to reject any or all submittals after the deadline.

General Information

Primary Contact	<p>The primary contact with the RWA will be:</p> <p style="text-align: center;"> Rob Swartz, Manager of Technical Services 5620 Birdcage Street, Ste 180 Citrus Heights, California, 95610 Voice: (916) 967-7692 Fax: (916) 967-7322 Email: rswartz@rwah2o.org </p>	
RFQ Timeline	<p>September 13, 2018 October 12, 2018</p> <p>October 15-19, 2018 October 24, 2018</p>	<p>Distribution of RFQ</p> <p>Submittal filing deadline – must be <u>received by RWA by 3:00 p.m.</u></p> <p>RWA review of Qualifications</p> <p>RWA Executive Committee approves consultant selection process</p>

Project Information

Project Background	<p>Since 2016, RWA and its member agencies have been working to identify opportunities to improve the water supply reliability of RWA members. This effort, referred to as the Regional Water Reliability Plan (RWRP), identified the potential vulnerabilities and proposed mitigation actions to address the water supply vulnerability of each agency. The RWRP effort is nearing completion, but a final report is not yet available. One potential mitigation action for those agencies overlying the regional groundwater basin that was identified as warranting further exploration by a number of agencies was the use of ASR to store water during wet periods and recover it during dry periods. However, the local knowledge base on the use of ASR is limited, so critical information about the feasibility of using it in the region is not currently known.</p> <p>A minimum of six agencies in the region have expressed an interest in the potential use of ASR wells. This interest includes constructing approximately 10 new ASR wells and evaluating the potential conversion of approximately 20 existing conventional wells to being ASR capable.</p>
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Scope of Services

<p>Nature of Services</p>	<p>The final scope of work and budget for the project will be determined following the selection of the consultant. The study is considered to be a reconnaissance level assembling of information that will serve as a foundation for making decisions about moving forward with more detailed evaluation of employing ASR in the region. Little to no field work is expected. The nature of the study is to focus more on the cost and potential barriers to ASR, although some of the potential benefits will also be identified.</p> <p>RWA is seeking consultant support in improving our understanding of the four key issue areas listed below. In response to this RFQ, the consultant should identify specific individuals that will assist in addressing these issue areas and their experience in these areas. Note that the questions below are only examples indicating the types of questions that have been raised by the agencies expressing an interest in further exploring ASR.</p> <ol style="list-style-type: none"> 1. Expense-Related Issues <ol style="list-style-type: none"> 1.1 What are the capital costs of new ASR wells compared to new conventional wells? 1.2 What are the capital costs of converting an existing conventional production well for use as an ASR well? 1.3 How do operations and maintenance costs of ASR wells compare to conventional wells? 1.4 What are additional costs of permitting and regulatory compliance (e.g., water quality monitoring) associated with ASR wells? 2. Physical Issues <ol style="list-style-type: none"> 2.1 Based on available hydrogeologic conditions and regional geologic characterizations, where are desirable locations in the region to employ ASR? 2.2 Based on existing well construction information, what is the suitability of existing conventional wells for conversion to ASR? 3. Chemical Issues <ol style="list-style-type: none"> 3.1 Based on available water quality analyses, what types of potential reactions associated with differing source injection water (Sacramento River versus American River) and groundwater (e.g., Redox conditions and pH reactions influencing adsorption/desorption) might be expected to occur? 3.2 What types of impacts (positive or negative) on existing known contaminant plumes might be expected? 4. Legal Issues <ol style="list-style-type: none"> 4.1 How have other operating ASR programs in California addressed the legal right to store the water (e.g., the use of Underground Storage Supplement Permits from the Water Board)?
<p>Estimated Budget</p>	<p>The budget will be developed with the selected consultant as part of a final scope of work for the proposed study. The estimated budget for the proposed work is in the range of \$25,000 to \$40,000.</p>
<p>Engagement Term</p>	<p>The contract term is expected to run from November 2018 through June 2019.</p>

Submittal Requirements

Submittal Requirements	<p>In order to facilitate the comparison of submittals from competing firms and to assist the evaluation team with the review process, firms are requested to organize their submittals in accordance with the following instructions. Please submit three complete bound copies plus one complete unbound copy.</p>
Title Page	<p>State the RFQ subject (Regional ASR Feasibility Study), name of the consulting firm, local address, telephone number and fax number of the proposer's chief contact person, and the date of the proposal.</p>
Table of Contents	<p>The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.</p>
Profile of Firm	<p>Include staffing size of your firm and your firm's client base (i.e. local, regional, statewide, etc.) and the location of the office from which the work will be done and the staffing allocation for that office. Include a statement as to the firm's capability to support the proposed work.</p>
Staff Qualifications and Experience	<p>Identify staff, including managers, supervisors and specialists, who would be assigned to the project. Specifically discuss project experience of staff with respect to each of the four issue areas described in the Scope of Services section above. Clearly identify the project manager and his or her availability to manage the project between November 2018 through June 2019.</p>
Similar Engagements and References	<p>List a minimum of three and a maximum of five recent engagements relevant to the current study. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the principal client contact. Maximum of two pages per engagement.</p>
Fee Schedule	<p>For evaluation purposes provide a complete schedule of charges for all staff (or positions) to be assigned to the project. Include all direct expense rates (e.g., mileage) and explanations of any indirect expenses (e.g., hourly charges associated with phone or FAX usage) or any mark-up charges for direct expenses. The rates should reflect billing rates for the duration of the project.</p>

Qualifications Submittal and Evaluation

<p>Proper Completion and Submission of RFQ</p>	<p>To be considered, each firm submitting qualifications must provide by the due date three complete bound copies of its qualifications plus one complete unbound copy to RWA’s principal contact shown above. The RWA reserves the right to reject any or all submittals. Submittals may be mailed or hand delivered to the RWA office, but must be received by RWA by 3:00 p.m. on the due date. Late submissions or delivery via facsimile or e-mail will not be considered.</p>
<p>Rights to Submitted Materials</p>	<p>The RWA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the submittal and confirmed in the contract between the RWA and the firm selected.</p>
<p>Changes to RFQ</p>	<p>The RWA will send any changes to this RFQ to each firm to whom an RFQ has been sent. Such changes become an integral part of the RFQ for incorporation into any contract awarded pursuant to the RFQ.</p>
<p>Inquiries to RFQ</p>	<p>Please first submit any inquiries or clarification concerning the RFQ via email to RWA’s principal contact. Answers to inquiries will be returned via email.</p>
<p>Evaluation of RFQ</p>	<p>Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria: the firm profile (10 points), qualifications of staff (25 points), past experience and references (25 points), and consulting firm fee schedules (20 points). There is a maximum possible score of 80 points. The criteria are further described in the “Submittal Requirements” section above.</p> <p>During the evaluation process, RWA reserves the right, where it may serve the RWA's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

Additional Contracting Information

<p>Award of Contract</p>	<p>RWA's selection of a consulting firm will be completed by October 24, 2018. Following notification of the selected firm, it is expected that a contract will be executed between RWA and the selected firm in November 2018.</p>
<p>Subcontracting</p>	<p>If a proposer intends to subcontract any of the work, that fact, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the submittal. All subcontractors will be subject to the same confidentiality and security measures as described above.</p>
<p>Insurance</p>	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <p>A. Comprehensive General Liability Insurance coverage at least as broad as ISO CG00 01.</p> <p>B. Automotive Liability Insurance coverage at least as broad as ISO CA00 01 (hired or non-owned).</p> <p>C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The consultant also will require any approved sub-contractors that perform services for RWA to also provide Workers' Compensation Insurance covering such sub-contractor's employees.</p> <p>D. Professional Liability Insurance.</p> <p>Coverage amounts are identified in the latest version of the RWA Master Services Agreement. If requested by RWA, all proposers will promptly submit to RWA evidence of insurance coverage.</p>
<p>Other Agreement Terms</p>	<p>Proposers are strongly recommended to review the attached standard RWA Master Services Agreement for additional requirements of RWA contractors.</p>

**AGREEMENT BETWEEN THE REGIONAL WATER AUTHORITY
AND _____ FOR SERVICES RELATING TO**

THIS AGREEMENT is made this _____, 20__, in Sacramento, California, between the Regional Water Authority (“RWA”), a California joint powers authority, and _____, a _____ [Type of entity] (“Consultant”), concerning _____ [Describe project and services to be provided] (the “Work”). The parties agree as follows:

1. Scope of Work. Consultant shall perform the work described in Exhibit A attached hereto and incorporated herein, and described as follows: _____ (the “Work”). Consultant shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform the Work under this Agreement; and (b) determine the method, details and means of doing the Work.

2. Compensation.

a. [(Either option 1:) In exchange for the Work, RWA shall pay to Consultant a fee based on Consultant’s actual time and expenses necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached hereto as Exhibit B and incorporated herein.] [(Or option 2:) In exchange for the Work, RWA shall pay to Consultant a fee based on the fee arrangement described on Exhibit B attached hereto and incorporated herein.]

b. The total fee for the Work shall not exceed \$_____. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by RWA. Consultant’s fee shall include all of Consultant’s costs and expenses related to the Work.

c. At the end of each month, Consultant shall submit to RWA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, RWA shall pay the invoice within 30 days of its receipt.

3. Term and Termination.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. [(Continue with either option 1:) Consultant shall complete the Work no later than _____, 20__. This deadline may be extended by RWA for good cause shown by Consultant.] [(Or option 2:) Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.]

b. This Agreement may be terminated at any time by RWA upon 10 days’ advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by RWA based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected

completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. RWA has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including its principals, associates and professional employees) represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant's services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and RWA's conflict of interest code because Consultant will perform the Work independent of the control and direction of the RWA or of any RWA official, other than normal contract monitoring, and Consultant possesses no authority with respect to any RWA decision beyond the rendition of information, advice, recommendation or counsel. Consultant shall not engage in any conduct or other employment or business that would be incompatible with or unreasonably interfere with its obligations under this Agreement, that would create a conflict of interest, or that would reflect unfavorably upon the interests of RWA.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and charges for services, expenditures and disbursements for the Work for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. RWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

7. Ownership of Documents.

a. Every report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to RWA ("Work Product") shall be the sole and exclusive property of RWA, and RWA shall have the perpetual, world-wide right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without RWA's prior written approval, unless compelled to do so by legal process.

b. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, RWA reserves a royalty-free, nonexclusive, world-wide, and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If RWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then RWA shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification.

c. For Work Product provided to RWA in paper format, upon request by RWA, Consultant agrees to provide the Work Product to RWA in an appropriate and usable electronic format (e.g., Word file, Excel spreadsheet, Adobe pdf, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, California, and local laws and regulations, include applicable anti-discrimination and anti-harassment laws. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses, certificates, and approvals that may be required for it to perform the Work. In accordance with California Code of Regulations Title 13, section 2022.1(g), Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.

[Include if work is subject to grant or loan agreement:] Consultant may perform some of the Work pursuant to funding provided to RWA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on RWA and sub-recipients (the “Funding Conditions”). For any such Work, if RWA informs Consultant about the Funding Conditions, then Consultant agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA’s contractors and consultants performing the Work, including, but not limited to, provisions concerning record keeping, records retention, records inspection, audits, state or federal government’s right to inspect Consultant’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

9. Confidentiality of Documents and Information. Consultant shall keep in strict confidence all Work Product and other documents and information provided to, shared with or created by Consultant in connection with the performance of the Consulting Services under this Agreement or during its time as a RWA consultant (collectively “Information”). Consultant shall not use any Information for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by RWA. Consultant shall not disclose any Information to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in writing by RWA.

10. Professional Liability Insurance. Consultant shall maintain professional liability insurance as shall protect against claims based on alleged errors or negligent acts or omissions which may arise from the Work or from Consultant’s operations or performance under this Agreement, whether any such claim is made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, subcontractors, agents or anyone else employed by any of the foregoing. Coverage is to be endorsed to include contractual liability. The amount of this insurance shall not be less than \$2,000,000 per claim and \$2,000,000 aggregate. Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five years following the completion of the Work. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of

performing services under the terms of this Agreement. Consultant shall provide to RWA a certificate of insurance on a form acceptable to the RWA indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within 10 days after expiration of each policy term. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by RWA. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best’s rating of A:VII or better unless otherwise acceptable to RWA.

11. General Insurance.

a. Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance: *[NOTE: The general liability limits below may be adjusted depending on the overall cost and complexity of the Work, the cost of obtaining the recommended amount of coverage, and the risks involved in the Work.]*

Type	Limits	Scope
Commercial General Liability	\$2,000,000 per occurrence & \$4,000,000 aggregate, for general liability, bodily injury, personal injury and property damage.	At least as broad as Occurrence Form ISO CG 0001.
Automobile Liability	\$2,000,000 per accident for bodily injury, including death, and property damage.	At least as broad as ISO CA 0001 (Code 1, any auto).
Workers’ Compensation	California statutory limits.	
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease.	

b. The general liability, auto, and property and casualty policies will be endorsed to name RWA, and its directors, officers, employees, authorized volunteers, and agents as additional insureds regarding liability arising out of this Agreement. General Liability Coverage is to be endorsed to include contractual liability. The policies shall contain no special limitations on the scope of protection afforded to RWA, and its directors, officers, employees, authorized volunteers, and agents. Each insurance policy will be endorsed to state that coverage will not be canceled, except after 30 days’ prior written notice to the RWA (10 days for non-payment of premium). The workers’ compensation policy will be endorsed to include a waiver of subrogation against the RWA and its directors, officers, employees, volunteers, and agents.

c. Consultant shall provide all applicable certificates of insurance and additional insured endorsements to RWA within five days after execution of this Agreement and prior to the commencement of the Work. RWA reserves the right to review and reject any certificates or endorsements that not in compliance with this Section 11 and to require Consultant to obtain the appropriate coverages and amendatory endorsements prior to starting the Work.

d. If Consultant’s firm owns no motor vehicles, Consultant agrees to obtain Business Automobile liability insurance in compliance with this Agreement should any motor vehicle be

acquired during the term of this Agreement. Such Business Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (3-06 ed.) Code 1 any auto. Non-Owned and Hired Automobile liability insurance is waived if Consultant's firm does not own any motor vehicles and such coverage is provided by a hired and non-owned auto endorsement to the Commercial General Liability policy described in paragraph 11(a), above.

e. Consultant's coverage will be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. RWA's insurance or self-insurance, if any, will be excess and will not contribute with Consultant's insurance.

f. Insurance is to be written on policy forms acceptable to RWA and be placed with insurers with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California, unless otherwise acceptable upon notice to and approval by RWA. In the case of Workers' Compensation and Employer's Liability Insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

g. Upon execution of this Agreement and annually thereafter, Consultant will provide to RWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

h. The requirements as to the types, limits, and RWA's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify RWA prior to making such changes.

i. Consultant shall ensure that all required insurance coverages are maintained throughout the term of this Agreement. If any of the required coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and any required endorsements to RWA at least 10 days before the expiration date.

j. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by RWA.

12. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel approved by RWA), protect, and hold harmless RWA, and its directors, officers, employees, volunteers, and agents from and against any and all actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, and costs (including, without limitation, attorney's, expert witness and consultant fees and expenses, fines, penalties, and litigation costs and expenses) of every nature ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Consultant or its employees', agents' or subcontractors' negligence, recklessness or willful misconduct, except where caused by the active negligence or willful misconduct of RWA or as otherwise provided or limited by law. Consultant's obligations under this indemnification provision shall survive the completion of Work under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this provision. The obligations of this provision shall apply whether or not such insurance policies shall have been determined to be

applicable to any claims. By executing this Agreement, Consultant specifically acknowledges that the duty to defend provided in this indemnification provision is a separate and distinct obligation from Consultant's duty to indemnify RWA, and that Contractor shall defend RWA and other indemnified parties in any legal, equitable, administrative, or special proceedings asserting a claim covered by this indemnity and that Contractor shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity.

13. Subcontractors. No subcontract shall be awarded nor any outside contractor engaged by Consultant without RWA's prior written approval. Any approved subcontractor shall be covered by Consultant's insurance in accordance with the insurance requirements of Paragraphs 10 and 11 of this Agreement or such subcontractor shall obtain the required insurance coverages and provide proof of same to RWA as provided in Section 11 of this Agreement.

14. Independent Contractor. It is expressly understood and agreed by the parties that Consultant's relationship to RWA is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not RWA employees, and they are not entitled to RWA employment salary, wages or benefits. Consultant shall pay, and RWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify RWA, and its officers, employees, volunteers and agents, from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board or other federal or state agency concerning Consultant's independent contractor status.

15. Entire Agreement. This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between RWA and Consultant concerning the Work. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

16. Successors and Assignment. This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the parties. However, Consultant agrees that it will not subcontract, assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of RWA.

17. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

18. No Waiver of Rights. Any waiver at any time by either RWA or Consultant of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by RWA to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

19. **Interpretation.** RWA and Consultant each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

20. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The state superior or federal district court where RWA's office is located shall be venue for any litigation concerning the enforcement or construction of this Agreement.

21. **Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this paragraph, to the following persons:

RWA:

Regional Water Authority
Attn: John K. Woodling
5620 Birdcage Street, Suite 180
Citrus Heights, CA
Phone: (916) 967-7692
E-mail: jwoodling@rwah2o.org

Consultant:

Attn: _____

Phone: (____) ____ - ____
E-mail: _____

If sent by mail, any notice, delivery or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice, delivery or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally or by commercial overnight delivery service, any such notice, delivery or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or designated representative by giving written notice of the change to the other party in the manner provided in this paragraph.

22. **[Include if work is subject to prevailing wage and related requirements:] Labor Code Requirements.** The following provisions apply to certain services performed by Consultant as part of the Work that may constitute "public work" subject to the prevailing wage and related laws, including inspection and land surveying work subject to Labor Code sections 1720(a) and 1770, et seq., and maintenance work as defined under section 16000 of Title 8 of the California Code of Regulations ("Prevailing Wage Work"). If Consultant is unsure as to the applicability of these sections, RWA recommends that Consultant consult with its attorney or contact the Department of Industrial Relations for clarification. If Consultant performs Prevailing Wage Work under this Agreement, then Consultant agrees that it will comply with the following provisions:

a. **Prevailing Wages.** The prevailing rates of per diem wages shall be those determined by the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit. If the prevailing wage for a category of work subject to the State prevailing wage laws has not been established by the Department of Industrial Relations' Prevailing Wage Unit, Consultant should obtain a determination of the wages to be paid from the Unit. Consultant agrees to pay all workers performing Prevailing Wage Work not less than the general prevailing rate of per diem wages for work of a similar character in the locality of RWA, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code and

regulations and orders issued thereunder. A copy of the applicable prevailing rate of per diem wages is available to any interested person at the administrative offices of RWA or from the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit. Consultant shall obtain and post a copy of such prevailing wage rates at the job site. Consultant also shall comply with the provisions of California Labor Code section 1775, including but not limited to provisions which require Consultant to (a) forfeit as a penalty not more than the sum of two hundred dollars (\$200) and not less than forty dollars (\$40) for each calendar day or portion thereof for each worker (whether employed by Consultant or subcontractor) paid less than the stipulated prevailing rates for any Prevailing Wage Work done under this Agreement in violation of the provisions of the California Labor Code; and (b) pay each such worker the difference between the prevailing wage rate and the amount paid to each such worker for each calendar day or portion thereof for which said worker was paid less than the prevailing rate.

b. Eight-Hour Day Limitation. Consultant agrees that 8 hours' labor shall constitute a day's work, and that no worker in the employ of Consultant or any subcontractor performing or contracting to perform Prevailing Wage Work shall work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform Prevailing Wage Work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay. Except as provided above for overtime, Consultant shall forfeit as a penalty the sum of \$25 for each worker employed in the execution of this Agreement by it or by any subcontractor under it and performing Prevailing Wage Work for each calendar day during which such worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810 through 1815.

c. Payroll Records. Consultant and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with Prevailing Wage Work, and shall make such payroll records available for inspection, in accordance with the requirements of California Labor Code section 1776. Consultant shall be responsible to ensure compliance with section 1776, whose provisions are incorporated herein by this reference. Consultant's failure to comply with the requirements of Labor Code section 1776 may result in the imposition of the penalties provided in subdivision (h) thereof.

d. Employment of Apprentices. Consultant shall comply with, and take such actions as necessary to effectuate, the employment of apprentices' requirements as set forth in California Labor Code sections 1777.5, 1777.6 and 1777.7 in connection with Prevailing Wage Work.

23. [Include if Consultant holds a professional license required for the Work:] Licensing. Consultant represents that it is licensed by the California _____ [*name the relevant professional licensing board*], and that Consultant's license is in good standing and will be kept in good standing during the term of this Agreement.

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

REGIONAL WATER AUTHORITY: _____:

By: _____
John Woodling
Executive Director

By: _____
_____ [Name]
_____ [Title]

October 24, 2018

AGENDA ITEM 8: LANDSCAPE IMAGERY ANALYSIS PROPOSAL

BACKGROUND:

The Sacramento region collectively purchased high resolution aerial imagery (delivery expected in Nov. 2018) to assist with local and regional planning efforts, including those associated with the recently passed SB 606 and AB 1668 legislation. Part of these new laws will require the calculation of water efficiency targets that are based in part on the amount of irrigable landscaping in a water supplier's service area. These landscape targets will be rolled up at the water agency level (not assigned to any one customer/account) as one component of an agency's overall water use objective or target. Water use targets are enforceable at the water agency level by the state beginning in 2023.

To better understand the development of landscape budgets and the impacts (in terms of potential water savings needed) for water agencies, the region has shown interest in conducting further analysis of the aerial imagery to estimate the area of relevant irrigable and irrigated land. The resulting irrigable and irrigated land for each water agency can then be used to determine landscape water budgets prior to the state's 2022 required deadline to adopt a similar landscape water budget methodology.

Land IQ, a consulting firm specializing in a range of agricultural and environmental services, performed a high level landscape analysis of irrigated urban areas for RWA (Sacramento and Placer counties only) in August 2016. Land IQ provided (at RWA's request) a successive scope of work on September 4, 2018 to perform an analysis of irrigated and irrigable landscape area for the urbanized areas within the RWA member service areas of Sutter, Placer, Sacramento, Yolo, and El Dorado counties.

Staff is proposing to contract with Land IQ, pursuant to RWA Policy 300.2, Section III (see below) to conduct the more detailed proposed scope of work.

III. Alternate Selection Process

Regardless of the amount or of any other limitations provided in this policy, the Executive Committee may at any time approve an alternate selection process in cases where a consulting firm has satisfactorily performed the previous stage of a project, has acquired extensive background and working knowledge of the work to be performed, is a highly-recognized authority in the field or area of work to be performed or is the only known available highly-recognized authority, and the alternative process is in the best interests of RWA.

Land IQ satisfactorily completed previous work and has gained knowledge of the region and RWA member agencies. Land IQ has recently contracted to provide similar work for individual RWA member(s), so there may be cost and coordination benefits. It will be in RWA's interests to not conduct a formal RFP process so the work can be done in a timely manner to stay on track (or ahead of) the State's process. Staff believes it will be in RWA members' interest to independently develop

October 24, 2018

this information, and improve our ability to provide informed input into the development of the regulatory framework for implementing SB 606/AB 1668.

Due to the value of the proposed professional services contract (exceeding \$50,000 but less than \$150,000) and pursuant to RWA Professional Services Section and Contracting Policy 300.2, RWA staff seeks Executive Committee approval for the Executive Director to enter into a contract with Land IQ for a not-to-exceed amount of \$85,000. Execution of the contract will be dependent on securing RWA member funding participation.

Information Presentation: Amy Talbot, Water Efficiency Program Manager

Action: Approve Executive Director to enter into a contract with Land IQ for a not-to-exceed amount of \$85,000, subject to funding availability

October 24, 2018

AGENDA ITEM 9: NOVEMBER 8, 2018 RWA BOARD MEETING AGENDA

Action: Approve Agenda for November 8, 2018 Meeting of the RWA Board of Directors

**REGIONAL WATER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS**

Thursday, November 8, 2018, 9:00 a.m.

5620 Birdcage Street, Suite 110
Citrus Heights, CA 95610
(916) 967-7692

AGENDA

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENT

3. CONSENT CALENDAR

- a. Minutes from the September 13, 2018 RWA Board meeting
- b. Approve RWA Affiliate application from Fracta, Inc.

Action: Approve the Consent Calendar Items

4. EXECUTIVE COMMITTEE REPORT AND RECOMMENDATIONS

Information: Final minutes of the August 22, 2018 and September 27, 2018 Executive Committee meetings and draft minutes from the October 24, 2018 Executive Committee meeting

5. RETIREE HEALTH BENEFITS

Information Presentation: John Woodling, Executive Director

6. REGIONAL RELIABILITY UPDATE

Information Presentation: Rob Swartz, Manager of Technical Services

7. EXECUTIVE DIRECTOR'S REPORT

8. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Next Executive Committee Meetings – Wednesday, December 5, 2018 and Wednesday, January 23, 2019, 8:30 a.m. at the RWA office.

Next RWA Board of Directors' Meeting – Thursday, January 10, 2019, 9:00 a.m., at the RWA Office.

October 24, 2018

AGENDA ITEM 10: EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report will be an oral report at the meeting.

October 24, 2018

AGENDA ITEM 11: DIRECTORS' COMMENTS