

**REGIONAL WATER AUTHORITY
EXECUTIVE COMMITTEE AGENDA**

**January 23, 2019; 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**
 - a. Minutes of the December 5, 2018 Executive Committee meeting
Action: Approve Consent Calendar item
 - b. RWA Personnel Rules, Policy 400.1 Appendix I
Action: Recommend RWA Board Approval of RWA Personnel Rules, Policy 400.1; Appendix I: Injury and Illness Prevention Program
 - c. Revision to RWA Policy 300.2, Professional Services Selection and Contracting
Action: Recommend RWA Board Approval of Revisions to RWA Policy 300.2
 - d. 2019 RWA Executive Committee Meeting Schedule
Action: Adopt Proposed Schedule of 2019 Executive Committee meetings
- 4. DEVELOPMENT OF FISCAL YEAR 2019 – 2020 BUDGET**
Information Presentation and Discussion of FY 2019 – 2020 Budget Process, Timeline and Key Questions for Direction
- 5. LEGISLATIVE/REGULATORY UPDATE**
Information Presentation: Ryan Ojakian, Legislative and Regulatory Affairs Manager
- 6. REGIONAL WATER RELIABILITY PLAN UPDATE**
Presentation and Discussion: Rob Swartz, Manager of Technical Services

7. RETIREE HEALTH BENEFITS

Presentation and Discussion: John Woodling, Executive Director

8. SUCCESSION PLANNING

Presentation and Discussion: John Woodling, Executive Director

Action: Approve Selection and Contract for Executive Recruitment Services with Roberts Consulting Group, Inc., in an amount not to exceed \$30,000

9. CLOSED SESSION UNDER GOVERNMENT CODE SECTIONS 54954.5(E) AND 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

10. REPORT FROM CLOSED SESSION

11. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Upcoming Executive Committee Meetings – February 27, 2019 and March 20, 2019 at 8:30 a.m. at the RWA office

Next RWA Board of Directors' Meeting – Thursday, March 14, 2019, at 9:00 a.m. in the RWA conference room, 5620 Birdcage Street, Ste. 110, Citrus Heights, CA 95610

January 23, 2019

AGENDA ITEM 3a: CONSENT CALENDAR

Minutes of the December 5, 2019 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, Ryan Ojakian, Nancy Marrier, Cecilia Partridge and Ryan Bezerra, legal counsel

Others in Attendance

Peggy Vande Vooren and Sarah Trondsen, Gilbert Associates, Inc., Brent Smith, Placer County Water Agency and Nicole Krotoski, CPA attended via conference phone

2. PUBLIC COMMENT

Mr. Woodling read an email from Mark Madison, General Manager of Elk Grove Water District, regarding SB 998. The email was received this morning and reflects Mr. Madison's concerns requesting this item be placed on the next RWA Board meeting agenda for discussion. It was decided to table this for discussion with the RWA Board on January 10, 2019.

3. CONSENT CALENDAR

a. The minutes from the Executive Committee meeting held October 24, 2018.

Motion/Second/Carried (M/S/C) Ms. Tobin moved, with a second by Mr. Greenwood, to approve the minutes from the October 24, 2018 Executive Committee meeting. The motion carried by the unanimous voice vote of all directors present.

4. WATER MARKETING STRATEGY PLAN

Rob Swartz, Manager of Technical Services, said that in April 2017, the El Dorado County Water Agency (EDCWA) received a grant through the United States Bureau of Reclamation for a WaterSMART Water Marketing Strategy. The Regional Water Authority (RWA), along with the City of Sacramento, City of Folsom, Placer County Water Agency, and Sacramento Suburban Water District, participated as non-Federal partners in the application.

EDCWA subsequently received a \$400,000 grant award to develop a Water Marketing Strategy Plan (Marketing Plan). The Marketing Plan will explore both the surface water transfer market and the groundwater substitution transfer market, with the latter being a key component of the RWA Regional Water Reliability Plan (RWRP).

RWA's commitment to the grant is to provide local cost share in the form of previously authorized and funded work under the RWA RWRP Project, and to provide approximately 240 hours of in-kind staff participation over the two-plus years of the Marketing Plan development. The Memorandum of Agreement (MOA) included in the packet was developed by EDCWA to document the roles and contribution commitments of the non-Federal partners.

Ms. Tobin indicated that San Juan Water District would have an interest in participating directly in the Marketing Plan. Chair Yasutake will bring San Juan Water District's interest to Ken Payne's attention. It was clarified that the purpose of the MOA is to demonstrate to Reclamation that El Dorado County Water Agency has a commitment of local cost share from the partners that were in the original application. While San Juan Water District may be added at a later date, this will not affect RWA's need to execute the current MOA.

Mr. Swartz noted that all member agencies are represented through the Regional Reliability Plan, which is an ongoing project.

M/S/C Ms. Sedwick moved, with a second by Ms. Schmitz, to Recommend RWA Board to Authorize Executive Director to sign a Memorandum of Agreement with non-Federal partners to develop a Water Marketing Strategy Plan. The motion carried by the unanimous voice vote of all directors present.

5. RWA 2018 AUDIT REPORT

Peggy Vande Vooren, with the firm of Gilbert Associates, Inc. reported that they have completed the financial audit for the fiscal year that ended June 30, 2018. The full audit report was included in the packet. She handed out an Executive Summary. Given that this was the first year to audit RWA, Gilbert performed the audit in two phases with an interim visit in July and the yearend visit in October. This was the first year that RWA had to implement the GASB 75 standard. Some of the financial documents were trimmed down from previous years. Ms. Vande

Vooren gave an overview of the audit including required communications to the board, the audit report, statement of net position, statement of revenues, expenses and changes in net position, statement of cash flows, notes to the financial statements, required supplementary information and other independent auditor's report. She also noted a schedule of changes in the OPEB Liability.

Mr. Peifer exited the meeting.

The opinion was a clean, unmodified opinion with no deficiencies found and no audit adjustments.

M/S/C Ms. Sedwick moved, with a second by Ms. Tobin, to recommend RWA Board acceptance of 2018 RWA financial audit report with any corrections. The motion carried by the unanimous voice vote of all directors present.

6. PERSONNEL POLICIES UPDATE

John Woodling, Executive Director, reported that on June 27, 2018 the Executive Committee authorized the Executive Director to approve a master services agreement for human resources services with Regional Government Services (RGS). RGS was tasked with updating RWA's employee handbook to comply with all current state and federal laws. A new successor document combining and replacing Policy 400.1 Employee Handbook dated November 13, 2008 and all prior revisions and appendices were included in the packet. The policy includes four new Appendices (C, D, E and H) as well as Appendices A, B and F, which incorporate existing RWA Policies by reference. Appendix G includes the existing policy relative to health care reimbursement which was previously included in the body of the Employee Handbook. The new personnel policies have been reviewed by legal counsel.

Mr. Woodling noted some changes to the document: 1) under section 807.1 C. 22 days should replace 24 days and 2) section 808.6 the last line of the paragraph should read "...for each day of sick leave". Appendix D, under IV *Drug and Alcohol Testing*, number 1 should be removed and the document should be renumbered.

M/S/C Ms. Tobin moved, with a second by Mr. York, to recommend RWA Board approval of RWA Personnel Rules Policy 400.1; Appendix C: Harassment and Retaliation Prevention; Appendix D: Drug Free Work Place; Appendix E: Workplace Violence; Appendix G: Health Reimbursement and Appendix H: Family Care Leave, with the above noted changes. The motion carried by the unanimous voice vote of all directors present.

7. SUBCOMMITTEE UPDATES

The Conference Subcommittee held a Delta Update workshop event following the November 8th RWA Board meeting. Speakers for the Delta Update included Jennifer Buckman, Jim Peifer, Ryan Bezerra and Tom Gohring. Considering future changes another Delta workshop may be planned in 2019.

The Conference Subcommittee is discussing different idea for future events including how get the business community better engaged on water issues.

Executive Committee members are reaching out to SACOG contacts to determine interest in RWA. Kerri Howell will be the new SACOG representative from the City of Folsom. Nevada Irrigation District has three new board members and may need additional time before approaching them to determine their interest in RWA membership.

8. 2019 RWA BOARD MEETING SCHEDULE

M/S/C Ms. Sedwick moved, with a second by Ms. Schmitz, to recommend RWA Board approval of the proposed RWA Board meetings for 2019. The motion carried by the unanimous voice vote of all directors present.

9. JANUARY 10, 2019 RWA BOARD MEETING AGENDA

It was suggested that the 2019 RWA Financial Audit Report item be moved under the Consent Calendar as 3d, and the Memorandum of Agreement with non-Federal partners to develop a Water Marketing Strategy Plan be moved to agenda item 5 with the remaining items renumbered. The email from Elk Grove Water District regarding item SB 998 will be addressed under the Executive Director's Report.

M/S/C Ms. Tobin moved, with a second by Ms. Schmitz, to approve the agenda for January 10, 2019 meeting of the RWA Board of Directors, with the noted changes. The motion carried by the unanimous voice vote of all directors present.

11. EXECUTIVE DIRECTOR'S REPORT

Mr. Woodling said one of the main priorities for Ryan Ojakian, the new Legislative and Regulatory Affairs Manager, is the issue of funding for safe drinking water. Staff is being much more proactive seeking a viable proposal for providing funding. ACWA is planning to sponsor a bill to establish a trust fund that will be spent for disadvantaged community's failing drinking water systems over time. A source to fund the trust needs to be implemented to create the fund. The focus needs to be on showing that we have a viable proposal that is more cost effective than a tax.

The contract lobbyist is now employed by RWA and will be representing all RWA members. A contact person from each agency will be needed to participate on legislative issues in monthly meetings or conference calls.

12. DIRECTORS' COMMENTS

Mr. York said that Rob Roscoe's official retirement date is December 8, 2018.

Ms. Tobin said that Mr. Roscoe has been very helpful to her on Region 4 issues.

Ms. Sedwick congratulated Mr. Woodling on the ACWA Emissary Award that he received. Del Paso Manor Water District will have three new directors

Chair Yasutake said that Kerri Howell was reelected and the City of Folsom will have two new council members.

ADJOURNMENT

With no further business to come before the Executive Committee, Chair Yasutake adjourned the meeting at 9:48 a.m.

By:

Chairperson

Attest:

Nancy Marrier, Board Secretary / Treasurer

January 23, 2019

AGENDA ITEM 3b: CONSENT CALENDAR

BACKGROUND:

In accordance with section 3203 of the General Industry Safety Orders, employers shall establish, implement and maintain an effective Injury and Illness Prevention Program. ACWA JPIA helped to craft this policy.

STAFF RECOMMENDATION:

Action: Recommend RWA Board Approval of RWA Personnel Rules, Policy 400.1; Appendix I: Injury and Illness Prevention Program

REGIONAL WATER AUTHORITY
PERSONNEL RULES – POLICY 400.1 APPENDIX I

Policy Type: Employment
Policy Title: Injury and Illness Prevention Program
Policy Number: 400.1 Appendix I
Date Adopted: DRAFT
Date Amended: XXX

Responsibility

The Injury/Illness Prevention Program (IIPP) administrator, Finance & Administrative Services Manager (Program Administrator) has the authority and responsibility for implementing the provisions of this program for the Regional Water Authority.

Management:

1. Responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP;
2. Make a copy of the IIPP available to their employees; and
3. Provide the necessary leadership and resources to administer an effective program.

Supervisors:

1. Responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP;
2. Know the program and provide the necessary leadership to insure its success;
3. Provide employees with necessary training; and
4. Be a good example.

Employees:

1. Know the program and give it your total support;
2. Learn the hazards of your trade, and practice safe behavior; and
3. Help fellow employees to prevent accidents.

Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all workers comply with the rules and maintain a safe work environment include:

1. Informing workers of the provisions of our IIPP;
 2. Recognizing workers who perform safe and healthful work practices;
 3. Providing training to workers whose safety performance is deficient; and
 4. Disciplining workers for failure to comply with safe and healthful work practices
-

Communication

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and encourages employees to inform management of workplace hazards without fear of reprisal. The system consists of one or more of the following checked items:

(Check All Applicable Methods):

- New worker orientation including a discussion of safety and health policies and procedures.
- Regular review of our IIPP.
- Workplace safety and health training programs.
- Safety meetings scheduled as follows: Quarterly
- Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- Posted or distributed safety information.

A system for workers to anonymously inform management about workplace hazards.

Hazard Assessment

Periodic inspections to identify and evaluate workplace hazards shall be performed.

Periodic inspections are performed according to the following schedule:

1. Quarterly;
2. When we initially established our IIPP;
3. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
4. When new, previously unidentified hazards are recognized;
5. When occupational injuries and illnesses occur;
6. When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
7. Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of a hazard assessment checklist and any other effective methods to identify and evaluate workplace hazards. (Note: Sample hazard assessment checklists are attached.)

Accident/Exposure Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible;
2. Interviewing injured workers and witnesses;
3. Examining the workplace for factors associated with the accident/exposure;
4. Determining the cause(s) of the accident/exposure;
5. Taking corrective action to prevent the accident/exposure from recurring; and

6. Recording the findings and corrective actions taken.

Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected in accordance with the following:

1. When identified through accident/exposure investigations, hazard assessments, or hazard reports;
2. When an imminent hazard exists which cannot immediately be abated without endangering worker(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection; and
3. Actions planned, actions taken, and date the hazard is abated shall be documented on the appropriate forms (see the attached Hazard Assessment and Correction form and Hazard Correction Log).

Training and Instruction

Training is a fundamental part of any job or task. It is particularly important that employees are trained to perform their job and work safely. In general, the Cal/OSHA Injury and Illness Prevention Program (IIPP) requires training to instruct employees in general safe work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment. It also requires training be provided to supervisors to ensure they are familiar with the hazards to which employees under their control may be exposed.

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIPP is first established;
2. To all workers given new job assignments for which training has not been previously provided;
3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
4. Whenever the employer is made aware of a new or previously unrecognized hazard;

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PERSONNEL RULES – POLICY 400.1 APPENDIX I

5. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
6. To all workers with respect to hazards specific to each worker's job assignment.

Workplace safety and health training practices for all industries include, but are not limited to the following:

1. Explanation of the employer's IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, and injuries;
2. The use of appropriate clothing, including gloves, footwear, and personal protective equipment;
3. Information about chemical hazards to which workers could be exposed and other hazard communication program information;
4. Availability of toilet, hand-washing and drinking water facilities; and
5. Provisions for medical services and first aid including emergency procedures.

Recordkeeping

We have taken the following steps to implement and maintain our IIPP:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form; and

EXCEPTION – Our organization has fewer than ten employees and maintains inspection records only until the hazard is corrected.

2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers are recorded on a worker training and instruction form. We also include the records relating to worker training provided by a construction industry occupational safety and health training program approved by Cal/OSHA. Records or documentation in accordance with our records and retention policy.

January 23, 2019

AGENDA ITEM 3c: CONSENT CALENDAR

BACKGROUND:

Staff and General Counsel identified the need to provide for potential conflicts of interest in RWA's Professional Services Selection and Contraction Policy, 300.2.

STAFF RECOMMENDATION:

Action: Recommend RWA Board Approval of Revisions to RWA Policy 300.2

REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Operations
Policy Title : Professional Services Selection and Contracting Policy
Policy Number : 300.2
Date Adopted : September 24, 2003
Date Amended : March 8, 2012
March 13, 2014
March 26, 2014
May 15, 2014
[Draft Amendment January 23, 2019](#)

PROFESSIONAL SERVICES SELECTION AND CONTRACTING POLICY

The procurement of consulting and professional services for the Regional Water Authority will be on the basis of documented competence and qualifications for the types of services to be performed, and at a fair, competitive and reasonable price.

For the purposes of this policy, the term “consulting and professional services” means any specialized services performed by firms or persons who are qualified, by education, experience, licenses or certification in a particular field. Types of services may include, but are not limited to: engineering, information technology, financial, public relations, legal, and human resources.

I. General Procedures

Generally, consulting and professional services that would cost \$50,000 or less will be obtained pursuant to a selection process determined by the Executive Director. Consulting and professional services that would cost more than \$50,000 will generally be obtained through a competitive process by issuance of a Request for Proposals or a Request for Qualifications, as determined by the Executive Director, and a contract for such services will be subject to: (1) approval of the Executive Committee, and (2) for a contract for services that would cost more than \$150,000, approval of the Board of Directors.

The Executive Director will recommend to the Executive Committee and, where applicable, the Board of Directors, selection based on documented competence and qualifications for the types of services to be performed, and at a fair, competitive and reasonable price, and not based solely on the lowest-cost proposal submitted.

With each recommendation for a contract exceeding \$50,000, the Executive Director will provide to the Executive Committee and, where applicable, the Board of Directors, a written description of the selection process. The description will include: (1) a copy of the solicitation; (2) a list of firms invited; (3) a description of the method used to identify

the invited firms and the selection criteria used; (4) a summary and ranking of each proposal received, including the proposed fees and costs, and scope of work to be performed; and (5) a list of the members of the selection committee.

II. Procedures for Specific Situations

A. Recurring Work

1. If RWA contracts with a consultant for work of a recurring nature to be performed over two or more years (e.g., auditing, accounting or technical writing services), the Executive Director will determine the total estimated cost of the work over the life of the contract and, based on that cost estimate, will follow the applicable contracting procedure in Part I of this Policy when making the contract.
2. Other than requesting annual appropriations in the budget for funding work under a recurring contract, the Executive Director will not be required to request additional approvals from the Executive Committee or the Board in the second and following years.
3. Recurring contracts will generally not have a term longer than five years, however, contracts may have an indefinite term with validation every 5 years by the Executive Committee. If, upon review, the Executive Director believes that it would be beneficial to RWA to extend a recurring contract for an additional term, the Executive Director will prepare a report to the Executive Committee or Board, as appropriate, justifying the extension and requesting such approval from the appropriate body.

B. Extended or Successive Contracts

1. If a consultant is working under an approved contract for specified work, the amount of the contract for the same or related work can be increased above the approved amount without further Board or Executive Committee approval if the increase is within the authorized amount for consulting services provided in the current year's budget, provided that a subsequent increase in the contract amount does not exceed \$50,000.
2. For contracts originally in the amount of \$50,000 or less, the Executive Director may waive this policy up to the amount of \$100,000, provided that the waiver involves the extension of an existing contract or execution of a successive contract with the same consultant and subject to the availability of funds.
3. A waiver will be effective only upon a written determination by the Executive Director that: (a) the consultant satisfactorily performed the previous stage of a project, has acquired extensive background and working knowledge of the work to be performed, and is a highly-recognized or only authority in the field or area of work to be performed; (b) it would be more cost- and time-efficient for RWA to enter into the extended or successive contract than to issue a solicitation for a

new contract; and (c) the need for a higher contract amount and increased work was not foreseeable at the time that the original contract was executed. The Executive Director will report the contract extension to the Executive Committee at its next meeting.

4. The Executive Director will report on expenditures of the budgeted amount to the Board or Executive Committee, as appropriate.
5. Any proposal to increase the amount of a consultant's contract above the amount authorized in an annual budget will be subject to Board or Executive Committee approval in accordance with the procedures in Part I.

C. Subscription Programs

1. Once a consultant contract for a subscription program has been authorized by the executive committee or Board in accordance with the Part I general procedures, the committee established by the project agreement will have the authority to approve an increase in the amount of a consultant contract for project-related work.
2. The increased contract amount will not become effective until the Executive Director determines and certifies that the increase will not affect or become a debt, liability or obligation of non-participating RWA members. The Executive Director will report the project committee's decision to the Board or Executive Committee, as appropriate.

D. Third Party Goods or Services Under an Existing Contract

1. A consultant under contract may recommend that RWA obtain goods or services from third parties through the consultant, rather than by separate contract (for example, a media buy for a public awareness campaign being conducted by a consultant). Subject to the below conditions, obtaining such third party goods and services will be deemed a separate agreement subject to the monetary contracting limits.
2. Before obtaining third party goods or services through an existing consultant contract, the Executive Director will determine in writing that the good or services are necessary for RWA's purposes; the goods are of sufficient quality or the services will be provided by persons or entities with the requisite qualifications and experience; are offered at a fair, competitive and reasonable price; and that there is a business justification for obtaining the goods or services through the consultant rather than directly from the provider.
3. The Executive Director will report such a "pass-through" procurement of third party goods or services at the next meeting of the Board or Executive Committee, as appropriate, when such goods or services cost in excess of \$50,000.

E. Multi-party procurement of Goods or Services

RWA may periodically wish to procure goods or services under an agreement with other public agencies or other organizations. RWA participation in such procurements is subject to the requirements of this policy.

1. The dollar amounts of RWA's share of a procurement shall be used to evaluate compliance with the approval authorities in Section I and requirements in Section I and II.B. above.
2. Other conditions of the policy may be waived only if the procurement complies with the policies and procedures of another agency adopted according to applicable law.

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.

IV. Conflict of Interest

In the event the Executive Director has a conflict of interest in selection and contracting, the Executive Committee will require the Manager of Technical Services or Finance and Administrative Services Manager to participate in place of the Executive Director, and report directly to the Executive Committee on the matter. In the event no qualified employee can participate, the Executive Committee will manage the matter directly.

IV. Policy Review

This Policy shall be reviewed at least once every five years.

January 23, 2019

AGENDA ITEM 3d: CONSENT CALENDAR

RWA Executive Committee meetings are generally held on the fourth Wednesday of each month at the RWA office, 5620 Birdcage Street, Ste. 110 in Citrus Heights. The meetings begin at 8:30 a.m. The Executive Committee will continue to meet on the fourth Wednesday of each month with the exception November and December. The November and December meetings will be combined and held on December 11, 2019.

Current 2019 Executive Committee Schedule	Meeting Conflicts	Proposed 2019 Executive Committee Schedule
February 27, 2019		February 27, 2019
March 27, 2019		March 27, 2019
April 24, 2019		April 24, 2019
May 22, 2019		May 22, 2019
June 26, 2019		June 26, 2019
July 25, 2019		July 25, 2019
August 28, 2019		August 28, 2019
September 25, 2019		September 25, 2019
October 23, 2019		October 23, 2019
November 27, 2019	Day before Thanksgiving ACWA Conference (12/2-12/6)	December 11, 2019
December 25, 2019	Christmas Day	Cancel

STAFF RECOMMENDATION:

Action: Adopt Proposed Schedule of 2019 Executive Committee meetings

January 23, 2019

AGENDA ITEM 4: DEVELOPMENT OF FISCAL YEAR 2019 – 2020 BUDGET

BACKGROUND:

Staff has begun the process of preparing a draft budget for fiscal year 2019-20. Staff will present a proposed timeline for budget development as well as key issues for feedback from the Executive Committee.

STAFF RECOMMENDATION:

Information Presentation and Discussion of FY 2019 – 2020 Budget Process, Timeline and Key Questions for Direction

AGENDA ITEM 5: LEGISLATIVE/REGULATORY UPDATE

BACKGROUND:

Since the beginning of January the human right to water has been an area of significant focus by both regulatory and legislative bodies. Of greatest potential consequence are:

- The State Water Resources Control Board (Water Board) AB 401 report on a Low-Income Water Rate Assistance Program.
- The Office of Environmental Health Hazard Assessment (OEHHA) report on a tool for evaluating achieving the human right to water.
- A proceeding at the Public Utilities Commission (PUC) on affordability.
- The Governor's January budget including a SB 623 (mandatory) water tax to fund safe drinking water.
- Assembly members Bloom and Eduardo Garcia have introduced AB 134, AB 217.

The Water Board report was required under AB 401 which required the Water Board to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program. At its highest level the Water Board report recommends a state run affordability program that is funded through taxes on those making over a million dollars and bottled water. The Water Board report does not make a determination as to how the program will be administered, but defines that those at 200% of the Federal Poverty Level (FPL) and below will qualify for a percentage reduction off of their water bill benefit. The percentage reduction of the bill is based on a three tiered sliding scale that increases the percent reduction as the water rate increases. The report recommends that the Water Board is at the center of the proposed administration options and due to the fact that the benefit is based on a percent reduction suggests that the Water Board should have oversight on water system rate setting. The Water Board report is open for comment until February 1st, and concludes with an urging for feedback so that the legislature can act on water affordability.

The OEHHA report proposes a tool for evaluating progress toward achieving the human right to water. The report was issued at the request of the Water Board, and at the same time as the Water Board report. The OEHHA report creates a tool to evaluate individual water systems on meeting three components of water quality, water accessibility, and water affordability. It creates 13 indicators (7 on quality, 3 on accessibility, and 3 on affordability) which are scored to give a "holistic" human right to water score. The OEHHA report is open for comment until February 4th.

The Advocacy program met January 16th to, among other things, discuss these actions related to the human right to water. The reports detailed above are of most immediate attention relative to the timelines on the PUC, budget, and legislative process.

STAFF RECOMMENDATION:

Staff recommends that RWA submit comments on both the Water Board and OEHHA reports.

The comments on the Water Board report should be particularly mindful of the fact that the report is driving at a legislative action, and that the Legislature is at least as much an audience for the comments as the Water Board. In meeting that focus the comments should be of a more general nature as opposed to a specific nature. The comments should recommend the state become a partner to water suppliers statewide, and RWA members, in addressing water affordability as opposed to developing a top down approach. The comments should be centered on the human right to water is at the core of what RWA members do and that RWA is supportive of achieving affordability in a way that balances with all of the other actions necessary to meet the human right to water.

As opposed to the comments on the Water Board report the comments on the OEHHA report should have the Water Board and OEHHA as the focus audience. These comments should center on creating a tool that is well thought-out and is designed to reward compliance as opposed to punish noncompliance.

Information Presentation: Ryan Ojakian, Legislative and Regulatory Affairs Manager

January 23, 2019

AGENDA ITEM 6: REGIONAL WATER RELIABILITY PLAN UPDATE

BACKGROUND:

In RWA's Strategic Plan 2013-2018+, development of a Regional Water Supply Reliability Plan was identified as a key objective. While initiation of the project was delayed by response to the 2014-16 drought period, the drought also provided improved understanding of our water systems and vulnerabilities, leading to a better foundation for the Reliability Plan.

The majority of the technical work for the Reliability Plan has been completed. However, significant work remains to set the stage for implementation of the Groundwater Bank elements of the Plan. Staff will update the EC on the status and seek input on the direction of implementation.

STAFF RECOMMENDATION:

Presentation and Discussion: Rob Swartz, Manager of Technical Services

January 23, 2019

AGENDA ITEM 7: RETIREE HEALTH BENEFITS

BACKGROUND:

Staff will update the Executive Committee on progress and next steps toward changing the benefit amount and mechanism by which RWA provides retiree health benefits, thereby reducing the growth of long term liabilities.

STAFF RECOMMENDATION:

Presentation and Discussion: John Woodling, Executive Director

January 23, 2019

AGENDA ITEM 8: SUCCESSION PLANNING

BACKGROUND:

A Succession Planning Subcommittee of the EC directed staff to prepare a request for proposals for an executive recruiter so RWA is better prepared and can expedite the process if and when recruitment of an Executive Director is needed. The RFP solicited proposals from three firms by invitation, and complies with RWA Policy 300.2.

STAFF RECOMMENDATION:

Action: Approve Selection and a Contract for Executive Recruitment Services with Roberts Consulting Group, Inc., in an amount not to exceed \$30,000

**REGIONAL WATER AUTHORITY
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed and dated below by and between Regional Water Authority, a public agency (“Authority”), and Roberts Consulting Group, Inc.

1. Scope of Work. Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work. The proposal submitted by Roberts Consulting Group, Inc. in November 2018 is incorporated as Exhibit A.

2. Payment.

a. Authority shall pay to Contractor a fee based on the fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$30,000. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Authority. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work. There shall be no compensation for any work conducted prior to the issuance of a written Notice to Proceed from the Authority.

b. At the end of each phase of work, Contractor shall submit to Authority an invoice for the Work performed during the preceding period. The invoice shall include a brief description of the Work performed, the dates of Work and payment due. If the Work is satisfactorily completed and the invoice is accurately computed, Authority shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the date below and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. Contractor must complete 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 Authority upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Authority 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 Contractor’s claimed benefit of the bargain.

4. Professional Ability of Contractor. Contractor 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. Authority has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5. Conflict of Interest. Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Authority's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Authority or of any Authority official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Authority decision beyond the rendition of information, advice, recommendation or counsel.

6. Contractor Records.

a. Contractor 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 invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Authority 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 California State Auditor for three years following final payment under the Agreement.

7. Confidentiality of Information.

a. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Authority or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

b. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless

specifically authorized in writing by the Authority or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Authority policies and directives, and best industry security practices and standards.

c. If any person or entity, other than Authority or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

d. Upon contract completion or termination, Contractor must maintain the confidentiality of any Confidential Materials (written, printed and/or electronic) and shall ensure that any confidential materials related to the deliberative process of the Authority in selection are destroyed within 30 days of completion of the work or termination of the contract.

8. Compliance with Laws.

a. General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9. Indemnification. Contractor shall indemnify, defend, protect, and hold harmless Authority, and its officers, employees and agents from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any claims, liability, losses, damages and expenses arising from the sole negligence or willful misconduct of Authority or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

Types & Limits. Contractor at its sole cost and expense shall procure and maintain

for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$1,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	

Proof of Insurance. Upon request, Contractor shall provide to Authority 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 of the insurer(s).

11. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12. Independent Contractor. Contractor's relationship to Authority is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Authority employees, and they are not entitled to Authority employment salary, wages or benefits. Contractor shall pay, and Authority 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 Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Authority, 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, other federal or state Authority, or court concerning Contractor's independent contractor status or employment-related liability.

13. Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Authority's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Authority in the manner provided in Section 11 of this Agreement.

14. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in

whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

15. No Waiver of Rights. Any waiver at any time by either party 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 Authority to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

16. 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.

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

18. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Authority:

Regional Water Authority
Attn: Nancy Marrier
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
E-mail: nancy@rwah2o.org

Contractor:

Roberts Consulting Group
P.O. Box 1127
Rancho Mirage, CA 92270
E-mail: robertsRCG@msn.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

19. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

REGIONAL WATER AUTHORITY:

Dated: _____

By: _____

John Woodling
Executive Director

[NAME OF CONTRACTOR]:

Dated: _____

By: _____

Roberts Consulting Group, Inc.

DRAFT

EXHIBIT A

Proposal to Recruit an Executive Director for the
Regional Water Authority (RWA)
and Sacramento Groundwater Authority (SGA)

dated November 2018

is incorporated by reference

DRAFT

**PROPOSAL TO RECRUIT
AN EXECUTIVE DIRECTOR
FOR THE REGIONAL WATER AUTHORITY (RWA)
AND SACRAMENTO GROUNDWATER AUTHORITY (SGA)**

November 2018

**Roberts Consulting Group Inc
PO Box 1127
Rancho Mirage, CA 92270
Phone: 424.522.2251
Fax: none
Email: robertsrcg@msn.com**

November 30, 2018

VIA EMAIL

CONFIDENTIAL

Mr. John Woodling
Executive Director
Regional Water Authority and
Sacramento Groundwater Authority
5620 Birdcage St., Suite 180
Citrus Heights, CA 95610

Dear John:

In response to your request, ROBERTS CONSULTING GROUP, INC. is pleased to submit this proposal to assist the Regional Water Authority and Sacramento Groundwater Authority in recruiting and evaluating candidates for the position of Executive Director.

In this proposal we outline our general understanding of your requirements and present the process we recommend to conduct this recruitment. It is a process we have successfully utilized for more than 20 years. However, if you desire some modification, we would be pleased to discuss this with you.

We look forward with great interest to working with you on this very important assignment.

Sincerely,



Valerie S. Roberts

VSR/sf



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PROFILE OF PROPOSING FIRM

The primary objective of ROBERTS CONSULTING GROUP, INC. is to provide our clients with unsurpassed excellence in executive recruitment. Accepting only a limited number of recruitments, we are able to provide senior level, hands on service of the highest quality. From ascertaining our client's needs, to identifying and recruiting qualified candidates, and extensively verifying background information, the work is conducted by senior level consultants with numerous years of experience and judgment. We are also skilled in negotiating final offers, increasing the likelihood of successfully hiring the desired candidate.

Norm Roberts has been responsible for recruiting thousands of chief executives and senior level executives for public agencies throughout the United States. We have assisted our clients in finding highly talented individuals with a commitment to serving the public, and our placements are some of the best and brightest in their fields. These individuals play a critical role in how services are provided to the public and how local government, special district and not-for-profit organization resources are utilized, and we take great pride in working with our clients to find the best possible fit.

Work will be done out of our Rancho Mirage office. We are a two-person firm and both Norm Roberts and Valerie Roberts will be the consultants on this assignment.

We have extensive, recent and unequalled experience recruiting chief executives and senior level executives for water/wastewater agencies in California. Our firm is currently conducting recruitments for the General Manager for Casitas Municipal Water District, the General Manager for Sweetwater Springs Water District, the Chief Operating Officer for Kern Delta Water District, and the Water Engineering Manager for the Anaheim Public Utilities Department. We just recently completed recruitments for the Executive Director for the Association of California Water Agencies (ACWA) and the Executive Director for San Luis & Delta-Mendota Water Authority. Previously, we conducted recruitments for: General Managers for Camrosa Water District, Castaic Lake Water Agency (plus four other senior level executives), Central Basin Municipal Water District, Eastern Municipal Water District, Inland Empire Utilities Agency, Irvine Ranch Water District, Marin Municipal Water District, Mojave Water Agency, Moulton Niguel Water District, Sonoma County Water Agency, State Water Contractors, and West Basin Municipal Water District; the President/Chief Executive Officer for the Metropolitan Water District of Southern California; the Chief Executive Officer for Chino Basin Watermaster; the Deputy General Manager for the Long Beach Water Department; the Assistant General Manager for the Water Replenishment District of Southern California; and the Engineering Manager for the Inland Empire Utilities Agency.

Through prior firms, our consultants managed/conducted senior level recruitments for the following organizations (almost all of which included General Manager/chief executive recruitments): Camrosa Water District; Castaic Lake Water Agency; Coachella Valley Water District; District of Columbia Water and Sewer Authority; East Bay Municipal Utility District; Eastern Municipal Water District; Inland Empire Utilities Agency; Irvine Ranch Water District; Las Virgenes Municipal Water District; Metropolitan Water District of Southern California; Miami-Dade County, FL (Water and Sewer Department); Mojave Water Agency; Sacramento Municipal Utility District; San Antonio Water System (TX); South Florida Water Management District; Washington Suburban Sanitary District (MD); Water Replenishment District of

Southern California; American Water Works Association; California Urban Water Agencies; California Urban Water Conservation Council; Cambria Community Services District; Metropolitan Sewer District (OH); Contra Costa Water District; Dominguez Services Corporation; City of Fresno (Public Utilities); Little Blue Valley Sewer District (MO); Livermore-Amador Valley Water Management Agency; Monte Vista Water District; Monterey County Water Resources Agency; Monterey Peninsula Water Management District; Morris County Municipal Utilities Authority (NJ); Padre Dam Municipal Water District; Rainbow Water District; Ramona Municipal Water District; City of Richmond, VA (Director of Public Utilities); Sacramento Municipal Utility District; Southwest Florida Water Management District; Tucson Water Department (AZ); Valencia Water Company; Valley of the Moon Water District; and Ventura Regional Sanitation District. We are also familiar with your area from numerous recruitments conducted there.

We believe the primary advantages in utilizing our firm, and what may differentiate us from others, include:

- **Experience** – Norm Roberts pioneered the field of public sector recruiting and has managed/conducted more executive recruitments in this area than anyone else in the business. He was a leader in setting professional standards for the industry and, while our thoroughness and commitment to excellence have never changed, our approaches have evolved with the times.
- **Focused** – Accepting only a limited number of recruitments, we are able to provide senior level, hands on service of the highest quality. From ascertaining our client’s needs, to identifying and recruiting qualified candidates, and extensively verifying background information, the work is conducted by senior level consultants with numerous years of experience and judgment.
- **Clients** – Our consultants have worked for organizations of all sizes, both urban and rural, and in virtually every state in the nation, including the District of Columbia. And, we have conducted recruitments in all functional areas within the public sector. A substantial number of our clients have hired us multiple times over a span of many years (including one California county which hired us over 40 separate times). **While at the present time our clients are limited to California, we are capable of conducting local/regional, statewide or nationwide recruitments.**
- **Partnership** – We work in conjunction with our clients to help find the right candidates. It is very much a team effort. We work closely with boards/councils, chief executives, department heads and human resources executives to ensure a successful outcome. And, we communicate regularly with our clients and candidates throughout the process.
- **Industry Relations** – Because of both the breadth and depth of our experience, we have garnered a network of relationships with industry leaders. We are discreet, but thorough, in sourcing potential candidates and verifying credentials.
- **Proactive** – We do not want to overlook candidates who are not actively seeking a new position and may not be looking at advertisements, or who come from non-traditional sources. We have a database of many individuals who may be a good fit, but we also do new research for every recruitment we undertake to ensure that we are targeting those people who will best meet our client’s needs. Not only do we send brochures with letters inviting

potential candidates to apply, we follow up by telephone to encourage their interest and to make sure they have a clear understanding of the opportunity. We believe that there is no substitute for personal contact.

- **Confidentiality** – Many of the best qualified candidates are reluctant to apply for a potential new opportunity due to concerns about confidentiality. We place great emphasis on this with our clients, and do everything within our ability to keep candidate names confidential, where allowed by law.
- **Diversity** – Since the beginning, our consultants have had a commitment to diversity in recruiting. Norm Roberts placed the first person of color as City Manager of a large city, and has continued to recruit and place well-qualified candidates in all areas of the public sector.
- **Thorough Evaluations** – We do not ask for a blanket list of references from candidates. We are very specific in asking for reference names to ensure that we get a complete picture about a candidate’s background. It is also important to know how and what to ask, and our consultants have numerous years of experience in this area. Our background checks are very thorough, including a review of news articles, degree/certification verifications and credit/criminal/civil litigation/motor vehicle record checks.
- **Fit** – There is no one “right” candidate for any position. Our job is to identify candidates who best match what our client is looking for, and who are available or will consider a career change at this particular point in time. It is our mission to find someone who is a good match with the culture of the organization.
- **Results** – Whether it is delivering on time with candidates that meet the specifications identified in the Recruitment Brochure, conducting background checks that are accurate and thorough, or assisting with critical negotiations to hire the person desired, our consultants are relentless in ensuring results. Our placement and retention rates are among the highest in the industry, if not *the* highest.
- **Timing** – A typical recruitment takes approximately 90 days from the first meeting with a client until the date our client interviews leading candidates. We work with our client in setting a schedule and meeting deadlines.
- **Pricing** – We work on a fixed fee basis, including our firm’s expenses. Our clients know exactly how much to budget and there are no conflicts of interest in assisting with compensation negotiations.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Background information for our consultants is as follows:

Norman Roberts

Norm Roberts pioneered the field of public sector recruitment over 35 years ago. During his career, he has managed/conducted more than 3,000 chief executive and senior level recruitments.

Mr. Roberts started his career as a staff assistant to the City of Los Angeles' Board of Public Works, served as an Assistant City Administrator for a newly incorporated city, and then became a senior member of the Executive Director's staff of a \$60 million federally funded program. He was a senior consultant with Peat, Marwick, Mitchell & Co., during which time he managed major consulting engagements for public agencies. He was also a consultant with Arthur D. Little, Inc., where he conducted general consulting assignments and recruited executives for local governments and associations.

Mr. Roberts was a Senior Vice President with Korn/Ferry International, and was founder and manager of the firm's national public sector, not-for-profit, education and health care executive search practices. Among the many placements made by Mr. Roberts was the President of the Los Angeles Olympic Organizing Committee, Peter Ueberroth.

For eleven years, he was co-founder and President of Norman Roberts & Associates, Inc., then the largest executive search firm in the U.S. specializing in nationwide public sector recruitment. The firm was acquired by a Fortune 1000 company, and he continued with them until co-founding ROBERTS CONSULTING GROUP, INC. in 2003 to provide executive recruitment services to public agencies.

Mr. Roberts received a Bachelor of Arts degree in Political Science from the University of California, Los Angeles, and a Master's degree in Public Administration from the University of Southern California.

In the book *The Career Makers*, which profiled the top 150 executive recruiters in the nation, Mr. Roberts was ranked as *the* leading recruiter for both Government Agencies/Municipalities and Engineering. He was among the top ten for Transportation, MIS/Computer Operations, and Women/Handicapped/Minorities, as well as being named a leader in several other areas, including Associations/Societies/Non-Profit Organizations, Health Services/Hospitals, Universities/Colleges/Schools, Public Relations/Government Affairs, Legal, Law/Accounting/Consulting Firms, Construction and Retail.

Mr. Roberts is a Past President of both the Los Angeles and San Francisco chapters of the American Society for Public Administration, and has been involved with numerous other public sector and recruitment organizations. He also served on the Board of Children's Institute International and is a Past President. Mr. Roberts has authored numerous articles and spoken before national organizations on the subject of recruitment issues.

Valerie Roberts

Valerie Roberts has over 25 years of executive recruitment experience. She co-founded ROBERTS CONSULTING GROUP, INC. in 2003 to provide executive recruitment services to public agencies. Previously, she was co-founder and Executive Vice President of Norman Roberts & Associates, Inc., then the largest executive search firm in the U.S. specializing in nationwide public sector recruitment. The firm was acquired by a Fortune 1000 company, and she continued with them for several years.

Ms. Roberts started her career in international banking, and then worked for Theodore Barry & Associates and Management Systems Consulting Corporation, specializing in management development, strategic planning and organizational development. She worked for Korn/Ferry International, doing executive recruiting in the areas of financial services, the public sector and within the general practice. She also held the position of Assistant to the President of the Arden Group, a holding company with interests in supermarkets and telecommunications.

Ms. Roberts received a Bachelor of Arts degree from Colorado Women's College (now a part of the University of Denver), where she was valedictorian and graduated summa cum laude. She earned a Master of Business Administration degree from the University of California, Los Angeles.

WORK PLAN AND SCHEDULE

Our objective is to find the best qualified candidates for our clients. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our familiarity with your area, knowledge of the field, and our relationships with professional organizations (e.g., the Association of California Water Agencies) make us well qualified to assist you.

Our clients have found that we are able to: 1) build consensus among those involved in the hiring process; 2) develop the appropriate specifications for a position; 3) encourage the interest of top-level people who would otherwise be reluctant to respond to an advertisement; 4) preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws; 5) save a considerable amount of time for client staff in developing and responding to candidates; and 6) independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.

If selected to conduct this recruitment, we will do the following:

Information Gathering and Analysis

We will meet with Members of the Selection Committee and other appropriate individuals to obtain views of the position and expectations regarding desirable training, experience and personal characteristics of candidates. We will also gather/review relevant information about the two authorities and the position.

After summarizing our findings, we will submit a draft Recruitment Brochure with the desired qualifications and characteristics for your approval. The Recruitment Brochure that will be sent to potential candidates will include information about the two authorities, the job and the criteria established by you. A sample Recruitment Brochure can be found in the attached Exhibit.

Candidate Recruitment/Outreach

Once you have approved the Recruitment Brochure, we will proactively seek out individuals with superior qualifications and invite and encourage their interest. Announcements will be placed on-line and in professional journals. However, we will rely heavily on our own experience and contacts.

We will not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by us over the years have been minority and/or female candidates.

Initial Screening

We will review, acknowledge and evaluate all resumes received. Initial screening will be based upon criteria contained in the Recruitment Brochure, information contained in the resumes submitted to us, and our knowledge of the people and organizations in which they work. Telephone screening will be conducted with the most promising candidates to gain a better understanding of their backgrounds.

Interim Reporting

Upon completion of our initial screening, we will assemble and submit a report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position.

Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Brochure.

The purpose of our interim report is to allow our client an opportunity to review the candidates prior to the conclusion of the search, and it allows us to receive feedback on the caliber of the candidates recruited. In this way, you will not be surprised by the candidates, as you will have seen their qualifications prior to the final interviews. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the interim report.

Candidate Assessment

We will interview (either in person or via video-conference) those candidates whose qualifications most closely match the criteria established by you. We will examine their qualifications and achievements in view of the selection criteria. Additionally, we will verify degrees and certifications, and gather news articles via the internet.

As part of our process in evaluating external candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Following interviews by the two authorities, we will conduct references for the top candidate and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service (with the recent change in State law, criminal record checks will not be done until after a conditional offer of employment is extended).

Client Interviewing

We will assist you in scheduling final candidates for interview with your organization. In addition, we will prepare a brief written report for those candidates most nearly meeting your specifications, and will provide you with interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates. We will conduct a "briefing session" immediately preceding your interviews to make sure that the process flows smoothly, and will assist you in a "debriefing" immediately following the interviews. Once we finalize references on the top candidate, we will provide you with a detailed, supplemental written report.

Additional Consultant Assistance

Our efforts do not conclude with the presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.

- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying unsuccessful candidates, who were not recommended for interview, of the decision.

The Client's Role

We work in partnership with our clients in conducting a search. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate(s) to hire. In order to ensure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., personnel issues and other privileged information).
- Supply us with the names of people you have previously interviewed/considered for this position.
- Forward to us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.

By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee's eligibility to work in the United States. Since we cannot serve as your agent in this matter, your hiring process should include this verification procedure.

Proposed Time Schedule

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to discuss modifications to this to meet your needs:

Weeks 1 to 4	Meet with Members of the Selection Committee and other appropriate individuals to gather background information. Develop and obtain approval for the Recruitment Brochure. Develop a list of potential candidates to target. Prepare and place advertisements.
Weeks 5 to 9	Proactive recruitment—solicit, receive and acknowledge resumes. Evaluate resumes and gather supplemental information. Conduct preliminary telephone interviews with leading candidates.
Week 10	Submit interim report and meet with you to review leading candidates.
Weeks 11 and 12	Verify degrees and certifications, gather news articles via the internet, and interview the best qualified candidates.
Week 13	Submit report on final candidates and initiate the interview process with you.
Following Interviews	Finalize references, conduct credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.

SIMILAR ENGAGEMENTS

Please note that the scope of work for the following recruitments is the same as that outlined in our proposal and all were conducted by Norm Roberts and Valerie Roberts. We do not track hours, as we devote whatever time is needed to conduct a thorough and successful recruitment. All resulted in a placement.

CLIENT: Association of California Water Agencies (ACWA)
POSITION: Executive Director
PLACEMENT: David Eggerton
DATE: 2018
CONTACT: Brent Hasteley, Board President
PHONE: (916) 441-4545

CLIENT: San Luis & Delta-Mendota Water Authority
POSITION: Executive Director
PLACEMENT: Federico Barajas
DATE: 2018
CONTACT: Cannon Michael, Board Chair
PHONE: (209) 826-9696

CLIENT: Inland Empire Utilities Agency
POSITION: General Manager
PLACEMENT: Halla Razak
DATE: 2017
CONTACT: Steven Elie, Board President
PHONE: (909) 993-1985

CLIENT: State Water Contractors
POSITION: General Manager
PLACEMENT: Jennifer Pierre
DATE: 2016/2017
CONTACT: Stephen Arakawa, Search Committee Chair
PHONE: (916) 447-7357

CLIENT: Castaic Lake Water Agency (now Santa Clarita Valley Water Agency)
POSITION: General Manager
PLACEMENT: Matt Stone
DATE: 2015
CONTACT: Robert DiPrimio, Director
PHONE: (661) 297-1600

COST PROPOSAL

We propose a total fixed fee of \$30,000 for this recruitment, which includes our firm's expenses (please note that we do not have hourly rates). Our budget provides for the following three meetings with the client: 1) to develop the Recruitment Brochure; 2) to present the Interim Report; and 3) to attend interviews of final candidates. Please note that our budget does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly. We will submit three equal invoices for fees, due and payable within 30 days. Our first billing will be upon submission of the draft Recruitment Brochure, the second at the deadline for receipt of resumes, and the third upon presentation of our report on the day of interviews (or 90 days from the start of the recruitment, whichever comes first). Though we are committed to working with you until a placement is made, our fees are not contingent upon our success in placing a candidate with your organization.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Our ability to carry out the work required is heavily dependent on our past experience in providing similar services to others, and we expect to continue such work in the future. We will, however, preserve the confidential nature of any information received from you or developed during the work in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us and our liability, if any, shall not be greater than the amount paid to us for the services rendered.

WARRANTY

If the selected candidate (if recommended by us for hire, and other than an internal candidate) should be terminated or leave within one year from the date of hire, we will redo the search for no additional professional fee. We would, however, expect to be reimbursed for any expenses that might be incurred.

LIMITATIONS

We do not foresee any limitations on availability, potential additional costs, or other qualifying conditions related to the uncertain nature of the start date of the proposed work.

January 23, 2019

**AGENDA ITEM 9: CLOSED SESSION UNDER GOVERNMENT CODE SECTIONS
54954.5(E) AND 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

January 23, 2019

AGENDA ITEM 10: REPORT FROM CLOSED SESSION

January 23, 2019

AGENDA ITEM 11: DIRECTORS' COMMENTS