

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE REGIONAL WATER AUTHORITY
AND
IN COMMUNICATIONS**

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 11th of December, by and between the Regional Water Authority, hereinafter referred to as “Authority” and IN Communications, hereinafter referred to as “Consultant”.

2. Recitals.

2.1 Consultant. The Authority and Consultant have entered into a Professional Services Agreement dated February 6, 2009 (“Agreement”) for the purpose of retaining the services of Consultant to provide public relations and outreach to both Water Efficiency and RWA Legislative Programs (“Project”).

2.2 Amendment Purpose. The Authority and Consultant desire to amend the Agreement to a term not-to-exceed December 31, 2020.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 21 and Section 22 of the Agreement.

3. Terms.

3.1 Amendment.

Term of the Agreement will conclude on December 31, 2020.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

REGIONAL WATER AUTHORITY

Approved By:

James Peifer
Executive Director

Date

IN Communications

Approved By:

Christine Kohn
Principal

Date

**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 Land IQ, a consulting firm (“Contractor”), who agree as follows:

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.

2. Payment.

a. Authority shall pay to Contractor a fee based on:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

X The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$54,500. 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.

b. At the end of each month, Contractor shall submit to Authority 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), payment due, and an itemization of any reimbursable expenditures. 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 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. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Authority for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must 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 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. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Authority ("Work Product") shall be the property of Authority, and Authority shall have the rights to use, modify, 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 Contractor or any other party. Contractor 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 Contractor shall not provide any Work Product to any third party without Authority's prior written approval, unless compelled to do

so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Authority reserves a royalty-free, nonexclusive 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 Authority reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Authority shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Authority in paper format, upon request by Authority at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Authority in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8. 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"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Authority. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Authority. 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. Unless otherwise directed in writing by the Authority, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Authority that such materials have been destroyed.

9. 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.

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

10. 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.

11. 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	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 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	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name Authority, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall 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. Authority's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Authority. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to Authority. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Authority for the Work performed by Contractor.

b. **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), and certifying the additional insured coverage.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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. 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.

19. 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: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
E-mail: jpeifer@rwah2o.org

Contractor:

Land IQ
Mica Heilmann
2020 L Street, Suite 110
Sacramento, CA 95811
mheilmann@landiq.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.

20. 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: _____
James Peifer
Executive Director

LAND IQ:

Dated: _____

By: _____
Mica Heilmann
Owner

EXHIBIT A



Regional Water Authority – Urban Landscape Analysis

TO: Amy Talbot/Regional Water Authority

FROM: Mica Heilmann/Land IQ
Zhongwu Wang/Land IQ
Casey Gudel/Land IQ

DATE: September 19, 2019

Introduction/Project Information

In response to California Senate Bill 606 and Assembly Bill 1668 that require urban water providers to implement long-term water conservation actions, the Regional Water Authority (RWA) and its member agencies have an interest in determining the amount of irrigable and irrigated landscape for a number of pilot areas within their boundaries. While the Department of Water Resources (DWR) is conducting own studies in other areas to determine irrigable landscape metrics, there is an interest in performing analysis within the RWA footprint to help refine agency understanding of urban water use landscape and analysis methods, and to inform regulatory discussions on what kind of data is needed and how it could be used on a statewide basis.

Advancements in remote sensing (satellite and aerial image analysis) tools make possible more efficient and consistent landscape-scale analysis. Land IQ uses advanced analytical techniques with multiple image sources in combination to provide both spectral and temporal information needed to define landscape categories. Utilizing these techniques, Land IQ with work with RWA to analyze irrigated and irrigable land within pilot urban landscape areas within the participating water agencies.

In addition to calculating irrigated and irrigable land, RWA also has an interest in educating the member water agencies on imagery-based landscape classification and landscape water budget analysis.

STAFFING RESOURCES & PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of land and water use analysis, remote sensing, and regulatory support for the last 3 to 21 years. Collectively they analyze and classify over 9 million acres annually for land and water use characterization purposes across the state. The project staff are listed below. Land IQ also expects and welcomes input and collaboration with RWA and local agency staff.

- Project Manager and Principal Scientist – Mica Heilmann, CPSS

- Principal Scientist – Joel Kimmelshue, PhD
- Assistant Project Manager and Client Relations – Casey Gudel, MS
- Soil and Water Resource Scientist - Chris Stall, MS
- Senior Remote Sensing Analyst – Zhongwu Wang, PhD
- Remote Sensing Analyst/Programmer – Diya Chowdhury, MS
- Remote Sensing Analyst/Geospatial Analyst – Juan Geng, MA
- Geospatial Analyst – Justin Sitton, BS
- Irrigation Scientist – Adriana Delucchi, CCA, CAIS
- Support Staff – Various as needed

Tasks

This scope of work has been developed based upon individual task discussions and requests from RWA. These tasks include:

- Task 1 – Analysis of Irrigated and Irrigable Area
- Task 2 – Training for Water Agency Staff

Each of these tasks are discussed in detail below and include schedule, cost assumptions, individual task costs, and other necessary clarifications.

TASK 1 – ANALYSIS OF IRRIGATED AND IRRIGABLE LANDSCAPE

This task will determine the amount of irrigated and irrigable landscape in the study area. Parcel and zoning boundaries will be used to define individual units of interest and to mask out parcels and land use zones that are not applicable to the analysis. Land IQ will seek RWA assistance in defining these threshold criteria. Land IQ has also completed agricultural delineations within the area of interest and will use those to separate agricultural irrigated area from urban areas.

High resolution aerial imagery from Eagle Aerial will be used in combination with lower resolution image resources that provide representation of temporal differences in landscape categories. These other imagery resources that may be used in this analysis are freely available or available through Land IQ and include Landsat, Sentinel and PlanetScope. Land IQ will use these image resources to analyze selected land use categories (e.g., impervious, bare ground, irrigated vegetation, non-irrigated vegetation, etc.) that can be rolled up to the target “irrigated” and “irrigable” categories. In this way RWA will have the components of the landscape that can be “rolled up” to meet its needs and that are pertinent for its future internal uses and regulatory discussions. Where they are needed, criteria for differentiation of certain classes will be defined and reviewed with RWA.

The analytical area will include up to 500 parcels per participating water agency. Currently there are 5 participating agencies include: City of Yuba City, City of West Sacramento, City of Folsom,

Sacramento County Water Agency and San Juan Water District. Additional participating agencies with RWA's membership may be added to the project with the joint approval of RWA and Land IQ (subject to additional fees).

This task also includes documentation of analytical efforts and classification results into tabular and map forms by participating water agency for incorporation into a summary technical memorandum and PowerPoint presentation that summarizes the data analysis approaches, assumptions and results. More detailed deliverables, additional communications or technical support can be added to this task for additional cost at RWA's direction with mutual approval by RWA and Land IQ.

ASSUMPTIONS

- Parcel and zoning data/zoning code details will be provided by RWA.
- RWA shall provide guidelines for defining the urban/rural threshold for analysis (e.g. a maximum lot size, defined parcel zoning type, etc.).
- Processed, high-resolution aerial imagery will be provided by RWA.
- This task may be modified with mutual approval by RWA and Land IQ.

DELIVERABLES

The final deliverable will include:

- Spatial, GIS-viewable shapefile including:
 - The complete regional irrigated landscape
 - The complete regional irrigable landscape
 - The irrigated landscape intersected by parcel
 - The irrigable landscape intersected by parcel
 - Other detailed sub classification categories developed as part of the irrigable and irrigated analysis (e.g. impervious/bare ground)
- Tabular data for each participating water agency including:
 - Irrigated, irrigable-not irrigated and not irrigable/natural areas
 - Other detailed sub classification categories
- Summary technical memorandum including an overview of the analytical efforts, assumptions, and results and PowerPoint presentation.

COST

The estimated cost for this effort includes data compilation and preparation, image processing and intersection for parcel level analysis, image classification and QAQC for the pilot areas of up to 500 parcels per participating water agency (Total of 5 participating agencies).

The not-to-exceed cost for this effort is \$42,500.

Additional tasks and costs can be added onto the project at the joint approval of RWA and Land IQ.

TASK 2 – TRAINING

Land IQ will coordinate and host one training event as defined by RWA. The goal of the training is to develop local water agency staff expertise in the areas of imagery-based landscape classification and landscape water budget analysis.

Land IQ will work with RWA to review and refine training scope, organization, and materials prior to training efforts in order to match appropriate subject areas and audience(s). Training will be half day (4 hours).

TRAINING AGENDA

Land IQ Landscape Imagery Analysis Half Day Training

Location: RWA Board Room

Date: Early 2020

Agenda

8:00 am: Intro to landscape imagery

- What types of imagery are out there (google, 3 band, 4 band)
- What different imagery types are used for (leaf off, leaf on)
- What RWA can provide in terms of imagery to each agency
- Basic ideas of what kind of analysis water agencies can do with this data, including landscape budgets

8:30 am: What is a landscape budget?

- Go over different parts of a parcel (irrigable, irrigated, etc.) and how they fit together.
- Explain that creating budgets is somewhat subjective (what is turf? What is irrigated?) and give some examples.
- Briefly go over what the state thinks a landscape budget is compared to what Land IQ defines for the project
 - Maybe have a comparative table?

9:00 am: Creating a landscape budget

- Use a subset of the 5 pilot agencies' data to select (maybe a few parcels with different characteristics?) single family residential parcels (and if we have it-multifamily residential parcels too) to walk through the steps of designating each part of the parcel, labeling it, calculating areas, then applying a water use calculation (we can talk about what to use). The end result would be a number of gallons per year/month/etc. that the sample parcel "should" use for landscape water use. Then we can either get real meter data from an agency (that would be best) or make up water use data for that parcel and compare it to the created landscape budget (subtracting out indoor use @ 55 gallons per person per day). Then you deem the parcel "over budget or not."

Thought: Could/should we make this interactive with each trainee creating a budget based on presentation example? Each participant would need to be a laptop with GIS

loaded? People could share laptops? Maybe use an online training demo? Is this possible? Desirable?

10:30 am: Landscape Budget Complications

- This section would show typical complications with creating landscape budgets, which might include tree canopy, shifting parcel lines, large lots with natural areas, etc. Then show some ideas on how to adjust for those complications.
- Lessons learned on complications using pilot agency data
- Potential recommendations from Land IQ on what our agencies should look for with the state's proposal?

11:30 am: Next Steps

- Explain how the hand digitizing process we did in the workshop and for the 5 pilots could get "modeled" and roll up for the whole service area.
- Explain what other options exist for agencies that want to take the study further

Logistics: RWA will provide breakfast and lunch, presentation computer and projector, training room, printed presentation materials, etc. We will need at least 2 breaks during the 4 hours (plan on at least 20-30 minutes for breaks).

DELIVERABLES

Our training personnel will provide RWA with training agendas, presentations, examples and activities. Copies of the training materials will also be provided to RWA and participants.

COST

The final training cost will depend on the scope defined by RWA, but will not exceed \$12,000 but may be less depending on the desired training scope and content.

SCHEDULE

From the point of notice to proceed, it is estimated that work can be completed in 3-6 months depending on the coordination of participating agencies, receipt of necessary data, desired training timing, and other assumptions listed above.

PAYMENT

Invoices shall be prepared monthly and bill on a time and materials basis. All payments shall be made within 30 days of receipt of invoices from Land IQ.

Confidentiality: This conceptual approach is considered confidential in nature, and is intended for review and consideration only by the addressees in the "Prepared For" line.

AGREEMENT BETWEEN THE REGIONAL WATER AUTHORITY AND BARBARA HOUGHTON CONCERNING TEMPORARY EMPLOYMENT AS A RETIRED ANNUITANT

THIS AGREEMENT is made effective as of the 1st day of January 2020, between the REGIONAL WATER AUTHORITY (“RWA”), and BARBARA HOUGHTON (“Annuitant”), who agree as follows:

RECITALS

- A. RWA is a joint powers authority that represents the interests of 21 water providers in Sacramento, Placer, El Dorado, Sutter, and Yuba counties.
- B. RWA is authorized to hire an employee on behalf of the Sacramento Groundwater Authority (“SGA”) and SGA will reimburse RWA for employee costs incurred as identified in the Administrative and Management Services Agreement between RWA and SGA, as amended March 2, 2019.
- C. SGA is required to prepare and submit a Groundwater Sustainability Plan (“GSP”) under the Sustainable Groundwater Management Act of 2014 no later than January 31, 2022. (See Water Code § 10720.7(a)(2).) SGA requires the assistance of a person with specialized skill and knowledge in the area of hydrogeology to assist in preparing the GSP.
- D. Annuitant is a retired annuitant under the California Public Employees’ Retirement System who has the specialized skills and knowledge to assist SGA with preparing its GSP.

AGREEMENT

- 1. Employment.** RWA hereby employs Annuitant for the purposes described in the Recitals, subject to the terms and conditions of this Agreement. Annuitant hereby accepts such employment on and subject to the terms and conditions of this Agreement. In accordance with RWA’s Employee Manual, “temporary” means that Annuitant is employed only for the purpose and term specified in this Agreement.
- 2. Term.** The term of this Agreement will begin on January 1, 2020 and expire on January 31, 2022, consistent with the parties’ intent that this Agreement will be of a limited duration for the time necessary for Annuitant to perform the specialized services required for preparation of the SGA GSP. RWA and Annuitant may adjust the term only by a written modification to this Agreement signed by both parties.
- 3. Duties.** Annuitant’s duties under this Agreement will be as follows:
 - a. Under the general supervision of the Manager of Technical Services, assist in completing tasks necessary for completion of the GSP. Expected work will include: 1) detailed analysis of groundwater level data and trends to assess basin health from a quantity perspective; 2) the relationship between groundwater and surface water; and 3) detailed analysis of groundwater quality data and trends to characterize basin health from a quality perspective.

- b. Other duties related to development of the GSP, as directed by the Executive Director or Manager of Technical Services.

4. Work Hours. Annuitant's work performed under this Agreement generally will be limited to normal business hours. Work will be performed based on an as needed basis not to exceed 960 hours in a fiscal year for all work performed under this Agreement and for any CalPERS employer during the same period. Annuitant's work under this Agreement will not result in Annuitant's total pay in a fiscal year exceeding \$65,000 without the Manager of Technical Services' approval. When Annuitant's total pay in a fiscal year has reached \$55,000, Annuitant and the Manager of Technical Services will consult to determine the need for further work by Annuitant during that fiscal year. Annuitant will record her work hours each week on a time sheet provided by and promptly turn in her time sheet to RWA's Finance and Administrative Services Manager.

5. Pay and Benefits.

- a. For each hour of services rendered by Annuitant under this Agreement, RWA will provide to Annuitant pay at the hourly rate of \$60.00 for each hour actually worked. Annuitant's rate of hourly pay does not exceed the maximum monthly base salary paid to a Senior Project Manager, divided by 173.333.

- b. For the duration of this Agreement, RWA will purchase and maintain workers' compensation insurance coverage for Annuitant as required by California law.

- c. Annuitant is not entitled to receive any health care, sick leave, holiday, CalPERS' contributions, OPEB contributions, or any other benefits provided under RWA's personnel policies and procedures, including the Personnel Manual, except those benefits specifically provided in this section or as RWA may be required to provide Annuitant by law. If required, Annuitant will execute a waiver of health benefits. Annuitant acknowledges that Annuitant will make contributions to Social Security and Medicare under this Agreement.

6. Other Terms and Conditions of Employment.

- a. Except as otherwise provided in this Agreement, Annuitant's employment will be governed by the RWA personnel policies and procedures, including the Employee Manual, as the same may be amended from time to time by the RWA Board of Directors. RWA and Annuitant will comply with all applicable provisions of the RWA personnel policies and procedures. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the personnel policies and procedures of RWA, the provisions of this Agreement will govern.

- b. Annuitant's total hours of employment in each fiscal year in which she works for RWA shall not exceed of total of 960 hours for RWA and all other CalPERS eligible employers. Once Annuitant has worked for 960 hours total in a single fiscal year for RWA and any other CalPERS employers, RWA will terminate Annuitant's employment for that fiscal year and, at its sole discretion, RWA may terminate this Agreement as provided in Section 9 below. **It is Annuitant's responsibility to notify RWA of her cumulative hours worked for other CalPERS eligible employers.**

- c. Annuitant agrees to notify RWA if she accepts any other part-time employment with a CalPERS eligible employer. Annuitant's failure to do so will cause her immediate dismissal by RWA. In addition, Annuitant's failure to report that she has accepted employment with another CalPERS

employer while in RWA's employ shall impose sole liability on Annuitant for any employer contributions that CalPERS may assess against RWA for the time before RWA becomes aware of Annuitant's other employment.

7. Annuitant's Representations and Warranties.

a. Annuitant warrants that she has been retired for service from state service, as defined in the Public Employees' Retirement Law, for at least 180 days and that she therefore is eligible to be employed as a retired annuitant by RWA.

b. Annuitant represents that she is currently not employed by any other CalPERS employer.

d. Annuitant acknowledges that she has received and read the CalPERS publication entitled "A Guide to CalPERS Employment After Retirement."

e. Annuitant warrants that she has not received any unemployment insurance compensation arising out of prior public employment during the prior 12-month period prior to appointment.

8. At Will Employment. Annuitant acknowledges and agrees that her employment by RWA under this Agreement is temporary and at will, and that nothing herein, express or implied, creates any right of permanent or regular employment by RWA or creates an employment relationship under an express or implied contract providing for termination only for cause.

9. Termination. This Agreement may be terminated with or without cause by either party. Upon termination regardless of which party invokes this provision or cause, RWA will have no obligation to Annuitant other than to pay Annuitant at her rate of pay for all hours actually worked up to the termination date. Annuitant will be required to return all work papers, work, electronic work, supplies, tools, office equipment, keys, and all other RWA property upon termination.

10. CalPERS Reporting. Consistent with the requirements of Government Code Section 21220(d) and (e), RWA will enroll Annuitant in CalPERS solely for administrative recordkeeping purposes (Annuitant will remain in retired status) and will report both the hours worked by Annuitant and pay pursuant to this Agreement.

11. Entire Agreement. This writing constitutes the sole, entire, integrated and exclusive agreement between the parties respecting Annuitant's employment by RWA, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

12. Notices. Any notice to be given to Annuitant will be sufficiently served if given to her personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to her at her most recent residence address as shown on the RWA payroll records. Any notice to be given to RWA will be addressed to RWA's Executive Director and delivered or mailed to the RWA offices.

13. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

14. Construction and Interpretation. RWA and Annuitant agree and acknowledge that this

Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

REGIONAL WATER AUTHORITY:

By: _____
James Peifer, Executive Director

ANNUITANT:

Barbara Houghton