

**REGIONAL WATER AUTHORITY  
EXECUTIVE COMMITTEE AGENDA  
August 26, 2020; 8:00 a.m.**

**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) 847-7589. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Executive Committee may consider any agenda item at any time during the meeting.

**Note: Pursuant to the Governor's Executive Order N-29-20, and given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference.**

**We encourage Committee members and participants to join the meeting 10 minutes early. Note that we will use GoToMeeting to share slides and other information during the meeting. Use the link below to join GoToMeeting. If you have a microphone that you can use with your computer, it should be possible to both listen to, and participate in, the meeting through GoToMeeting. If you do not have a microphone, or a headset with a microphone, that plugs into your computer via USB port, you will need to call into the conference line to listen and comment, although you still should be able to view the meeting materials on GoToMeeting. Please do not simultaneously use a microphone through GoToMeeting and the telephone conference line. That combination results in audio problems for all participants.**

**Meeting Information:**

Please join my meeting from your computer, tablet or smartphone.

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- 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. **CLOSED SESSION UNDER GOVERNMENT CODE SECTIONS 54954.5(E) AND 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Title: Executive Director
4. **REPORT FROM CLOSED SESSION – EXECUTIVE DIRECTOR’S PERFORMANCE**
5. **CONSENT CALENDAR**
  - a. Minutes of the July 22, 2020 Executive Committee meetings  
**Action: Approve the July 22, 2020 Executive Committee meeting minutes.**
6. **RESILIENCE MANAGER SUBSCRIPTION PROGRAM**  
Discussion: Jim Peifer, Executive Director  
**Action: Recommend Approval of the Program Agreements**
7. **PUBLIC OUTREACH AND COMMUNICATIONS CONSULTANT**  
Discussion: Amy Talbot, Senior Project Manager  
**Action: Recommend approval to the Board for the Executive Director entering into a Master Services Agreement with IN Communications**
8. **SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**  
Discussion: Jim Peifer, Executive Director
9. **LEGISLATIVE/REGULATORY UPDATE**  
Information Presentation: Ryan Ojakian, Legislative and Regulatory Affairs Manager  
**Action: Adopt Positions on Legislation**
10. **FEDERAL AFFAIRS STANDING COMMITTEE POSITIONS ON LEGISLATION AND UPDATE**  
Information and Discussion: Sean Bigley, Federal Affairs Standing Committee Chair  
**Action: Adopt positions on Legislation**
11. **PRESENTATION ON EL DORADO WATER AGENCY**  
Information Presentation: Ken Payne, General Manager, El Dorado Water Agency
12. **SEPTEMBER 10, 2020 RWA BOARD MEETING AGENDA**  
**Action: Approve September 10, 2020 proposed RWA Board meeting agenda.**
13. **EXECUTIVE DIRECTOR’S REPORT**
14. **DIRECTORS’ COMMENTS**

## **ADJOURNMENT**

### **Upcoming meetings:**

Executive Committee Meetings: Wednesday, September 23, 2020 at 8:30 a.m. and October 28, 2020 at 8:30 a.m. at the RWA Office, the location is subject to change depending on the COVID-19 emergency.

Regular Board Meeting: Thursday, September 10, 2020, 9:00 a.m., at the RWA Office, the location is subject to change depending on the COVID-19 emergency.

The RWA Board Meeting electronic packet is available on the RWA website at <https://rwah2o.org/meetings/board-meetings/> to access and print the packet.

**AGENDA ITEM 3: CLOSED SESSION UNDER GOVERNMENT CODE SECTIONS  
54954.5 AND 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Executive Director

**AGENDA ITEM 4: REPORT FROM CLOSED SESSION – EXECUTIVE DIRECTOR PERFORMANCE EVALUATION**

**Action: Report from closed session – Executive Director’s performance**

**AGENDA ITEM 5: CONSENT CALENDAR**

Approval of the minutes from the July 22, 2020 Executive Committee meeting

**Action: Approve the July 22, 2020 Executive Committee meeting minutes**

Attachments:

Draft July 22, 2020 Executive Committee meeting minutes

**1. CALL TO ORDER**

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

**Executive Committee Members**

Ron Greenwood, Carmichael Water District  
Marcus Yasutake, City of Folsom  
Sean Bigley, City of Roseville  
Michelle Carrey, City of Sacramento  
Paul Schubert, Golden State Water Company  
Brent Smith, Placer County Water Agency  
Kerry Schmitz, Sacramento County Water Agency  
Dan York, Sacramento Suburban Water District

**Staff Members**

Jim Peifer, Ryan Ojakian, Josette Reina-Luken, Amy Talbot and Cecilia Partridge

**Others in Attendance**

Craig Locke, Paul Helliker, Charles Duncan, Brian Sanders, Tom Henning, Cathy Lee, Pam Tobin and Anne Sanger

**2. PUBLIC COMMENT**

None.

**3. CONSENT CALENDAR**

Minutes of the June 24, 2020 Executive Committee meeting

Motion/Second Carried (M/S/C) Mr. York moved, with a second by Mr. Bigley, to approve the June 24, 2020 Executive Committee meeting minutes. Ron Greenwood, Carmichael Water District, Marcus Yasutake, City of Folsom, Sean Bigley, City of Roseville, Michelle Carrey, City of Sacramento, Paul Schubert, Golden State Water Company, Brent Smith, Placer County Water Agency, Kerry Schmitz, Sacramento County and Dan York, Sacramento Suburban Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

#### **4. SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

Mr. Peifer said that this item is presented for any updates or discussion. The Memorandum of Understanding has been approved by all three boards to assemble a 3 by 3 committee. The first meeting of the group is not yet scheduled, but it is anticipated sometime in August.

Mr. York said that Mr. Peifer has offered to present a preview of this issue to the Sacramento Suburban Water District Board of Directors at their August meeting.

#### **5. LEGISLATIVE/REGULATORY UPDATE**

Mr. Ojakian reported that the Legislature had another delay, but they will be back next week. They will be having policy committee hearings the first few weeks. He is bringing several bills for consideration for positions. Senate Bill (SB) 1044 would phase out the use of PFAS chemicals in firefighting foam which can end up in our water supplies. SB 1099 allows for the use of backup generators during a public safety power shut off. This bill is going to be amended to allow the use of backup generators if they are in operations and maintenance compliance with existing federal law. SB 974 exempts water supply projects for small disadvantaged communities from the California Environmental Quality Act (CEQA). This is a good thing and will moderately reduce cost per project related to improving drinking water for small communities. Assembly Bill (AB) 609 requires electronic reporting of specified CEQA documents. AB 3226 updates state law to be in line with federal law for a flood control project authorization for the City of West Sacramento. Mr. Ojakian recommends support on all the bills with support if amended on AB 609 with amendments being included for a provision to file electronically a notice of decision and exemption.

At the end of session, the Legislature will be acting on budget refinements and considering economic stimulus options. How safe drinking water will be funded will be part of the budget actions. Advancing a bond to the November ballot is very unlikely at this point, but the Legislature is taking a renewed look at the prospects of economic stimulus through advancing tax receipts. The Water Board approved the first-year fund expenditure plan for safe drinking water but full funding will still depend on Legislative action. As part of the Water Boards July board meeting, the board was provided with updates on several items including the impacts of COVID-19 and the initial results of a survey on the financial impacts of COVID-19 on water agencies. A couple of issues to be aware of are on the legislative front and on the regulatory front. The biggest issues for us at the end of session is what actions the legislature takes to refine the budget that they passed in late June, how they handle economic stimulus, and funding for safe drinking water. The legislature is going to be engaged in how to address safe drinking water and what is a significant funding gap in its intended funding source of Greenhouse Gas Reduction Funds. We are engaged in the economic stimulus discussion by importing the work we have done on the federal side for consideration. The Water Board presented results from their

voluntary survey on the financial impact of COVID-19 saying that there was no financial impact on larger systems, which is contrary to what has been discussed with RWA members. It was suggested that information be compiled with RWA members about the financial impacts to their agencies and regions.

Mr. Bigley said that in the immediate term there may or may not be impacts with respect to revenue that comes in. The dynamics of revenue seems more on the residential side and less on the commercial side. A longer-term view of this will need to be communicated to the State Water Board; what is going to happen with respect to our agencies, commercial base and customer base is going to be significant.

Mr. Schubert said that this is a major issue, but there are constraints on an investor owned utilities (IOU) and what can be disclosed because they are covered under SEC rules. This is a challenge for the IOUs to release any revenue projections ahead of their quarterly statement disclosures. The public agencies would face the same thing with bonds.

Mr. Peifer said that there is value in making sure that the Water Board and other stakeholders understand what's going on and that we provide the right messaging. He said that we are interested in having water agencies contribute to the messaging that we want to engage in with the Water Board by pushing back on the idea that this is not a problem. We are looking for member agencies to provide information to help address the questions and fill the void. After determining what responses the Water Board received from their statewide survey, he suggested an email be sent to RWA members to collect information so that we can control our messaging and RWA can shield the individual agencies.

M/S/C Mr. Yasutake moved, with a second by Mr. Smith, to adopt positions on legislation. Ron Greenwood, Carmichael Water District, Marcus Yasutake, City of Folsom, Sean Bigley, City of Roseville, Michelle Carrey, City of Sacramento, Paul Schubert, Golden State Water Company, Brent Smith, Placer County Water Agency, Kerry Schmitz, Sacramento County and Dan York, Sacramento Suburban Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

## **6. FEDERAL AFFAIRS STANDING COMMITTEE POSITION ON LEGISLATION AND UPDATE**

Mr. Bigley gave an update on the virtual meetings with Congressional delegation staff. There was good reception to the material and PowerPoint that was provided. The staff seemed to understand that we have some valuable projects that are well-timed and placed with respect to any potential economic recovery legislation that comes to fruition. There is a dedicated webpage for our economic stimulus work that includes a completed mapping tool that is accessible to the public, a fact sheet

and other resources. The committee is working on building local elected support for our infrastructure recovery projects.

The August meeting will focus on reviewing federal legislation with our advocate from the Ferguson Group and from resources that are assisting the committee with respect to review of legislation and helping to focus on the priority areas that RWA should be focused on with advocacy. We will begin early discussions on any potential changes in Congress and Administration after the November elections and what preparations need to be done.

The Bureau of Reclamation recommended that the Sacramento Regional Water Bank (Water Bank) receive \$870,000 in planning funding to move the water bank forward. We were successful in getting the Reclamation Commissioner to recommend the Water Bank to be funded for the study to the appropriations subcommittee member. The next step is to work through the appropriation process in the House, then it goes to the Senate to come up with a federal budget. Based on election dynamics, a regular budget may not get passed and we may see an alternate budget vehicle. With an election and potential transition in Congress and Administration, we want to make sure that we are positioning ourselves to ensure the \$870,000 for the Water Bank.

M/S/C Mr. Yasutake moved, with a second by Ms. Carrey, to direct the Executive Director to write a letter to Senator Feinstein and other members of congress stating that if Congress is unable to pass a regular budget that we request they make efforts to put the Sacramento Regional Water Bank appropriation of \$870,000 into a continuing resolution to allow us to not lose time with respect to getting the funding back to RWA. Ron Greenwood, Carmichael Water District, Marcus Yasutake, City of Folsom, Sean Bigley, City of Roseville, Michelle Carrey, City of Sacramento, Paul Schubert, Golden State Water Company, Brent Smith, Placer County Water Agency, Kerry Schmitz, Sacramento County and Dan York, Sacramento Suburban Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

## **7. AMEND RWA PERSONNEL RULES (POLICY 400.1)**

Mr. Peifer said RWA Policy 400.1 provides for certain employee holidays off. This item proposes to remove the day that is typically called Columbus Day from the list of holidays observed by the RWA and add the day known as Martin Luther King Junior's birthday, which is observed on the third Monday of January. This change would go into effect January 1, 2021.

M/S/C Mr. Schubert moved, with a second by Ms. Carrey, to recommend approval of amendments to policy 400.1. Ron Greenwood, Carmichael Water District, Marcus Yasutake, City of Folsom, Sean Bigley, City of

Roseville, Michelle Carrey, City of Sacramento, Paul Schubert, Golden State Water Company, Brent Smith, Placer County Water Agency, Kerry Schmitz, Sacramento County and Dan York, Sacramento Suburban Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

## **8. SMALL AGENCY SUPPORT**

Mr. Peifer said that the withdrawal of the Rio Linda/Elverta Community Water District has brought to light that it would be helpful for RWA to focus on what is helpful to small agencies. A valuable conversation would be to listen to the small agency perspectives, because often small agencies have different pressures placed upon them than the medium and large agencies. The RWA does a good job of addressing issues that large and small agencies have in common, but there is an interest in digging deeper in terms of what the RWA can do to better to support small agency efforts. It was suggested that the small and medium agencies meet to discuss their perspectives and need for RWA to provide support, including funding opportunities. We need to continue to educate members on the benefits of RWA membership.

## **9. STRATEGIC PLAN**

Mr. Peifer reported that we have held three strategic planning sessions. Through the sessions we have adopted the mission, vision, values, and goals. The objectives have been discussed and feedback has been received. He proposed an RWA Special Board meeting to complete the Strategic Planning process and to adopt the objectives. It was suggested that a final version of the objectives be available prior to moving to adopt the objectives.

## **10. EXECUTIVE DIRECTOR'S REPORT**

Mr. Peifer said that many of the agencies within our region are engaged in water transfers. He reported that there have been some difficulties with the Department of Water Resources (DWR). DWR operates under two conflicting mandates, to facilitate water transfers and to protect the State Water project from injury. To provide constructive suggestions to DWR on how we might be able to reduce the challenge we experience getting transfers approved, we will be doing outreach with other participants that are engaged in water transfers. There was a presentation made to the Negotiation Steering Committee with another presentation planned on what the groundwater sustainability agencies are doing and what they are responsible for in terms of complying with statutes and regulations for water use efficiency and urban water management planning. He complimented Ms. Talbot for doing an amazing job educating board members while participating and leading an effort to make sure that the State Water Resources Control Board members understand what the issues are with regulations.

The Materials Purchasing Program that was discussed at the last Executive Committee meeting is moving forward. Mr. York will serve as chair of the Ad Hoc Committee that will deal with the realm of possibility of items that could be purchased. A survey will be compiled and sent to the member agencies to see what they might be interested in purchasing, whether materials or services.

## **11. DIRECTORS' COMMENTS**

Mr. Yasutake thanked RWA, Sacramento Suburban Water District and San Juan Water District for their support letters for a Reclamation drought grant that the City of Folsom is applying for. There is a potential opportunity to move treated groundwater from Sacramento Suburban Water District to San Juan Water District and then into the city's distribution system through the Antelope Pump Station Project.

Mr. Bigley gave a brief update on the City of Roseville's development of their aquifer storage and recovery (ASR) program. A property site has been defined within the City of Roseville to build six new ASR wells in the area. In October, they will begin exploratory drilling to ultimately put in monitoring wells to assess suitability with respect to water production and water quality. They are wrapping up the process to secure financing.

Ms. Carrey commented that she supports discussion with the state regarding giving them input and constructive suggestions on making the water transfers easier to execute. The City of Sacramento has applied for a Reclamation drought grant and for funds to complete the design and construction of a groundwater well that has been started. Construction was stopped because there was advanced treatment needed due to the water quality lab results.

Mr. Greenwood said that Carmichael Water District began transfers with Fair Oaks Water District. They have a volunteer from each of the five different divisions within their district to serve on their business planning and rate study.

Mr. Schubert said Golden State Water Company is dealing with a general rate increase and with a regulated timeline.

Mr. Smith reported that Placer County Water Agency has invited the RWA Executive Director to attend their August board meeting to give a PowerPoint presentation on the public caucus and water caucus interests.

Ms. Schmitz said that Supervisor Kennedy from the Sacramento County Board of Supervisors will be the new RWA representative. Ms. Schmitz will continue in her role. Supervisor Kennedy recognizes that he can help RWA in our advocacy efforts and other things RWA is doing. The 3 X 3 meeting between RWA, SCGA and SGA is progressing with participation from each agency.

Mr. Peifer said RWA staff is looking at putting together a structure and support staff role for the 3 X 3 process. An update on the 3 X 3 process will be presented at the

next Executive Committee meeting. He will be moderating a panel session for the Virtual ACWA conference called “Adapting to Live, Fire and Drought: A Case Study for the American River Basin”, talking about how we are going to be adapting in our region to climate change.

Mr. York gave an update on the Sacramento Region and Collaboration Study. A meeting with the general managers and the consultant is scheduled later today to go over activity one. He encouraged the agencies to stay connected as COVID-19 affects everyone.

There was a brief discussion on the effects on agencies with COVID-19 on member agencies. It was suggested that a conversation begin among the member agencies about mutual aid and business continuity regarding COVID-19; to share what each agency is doing to meet their needs. It was agreed that on-going conversations are necessary to address concerns including staffing shortages and physically testing how to move water around the region if a system becomes impacted.

Mr. Peifer said that an RWA Special Board meeting will be scheduled for the COVID-19 Member Agency Responses and Updates for further discussion.

## **ADJOURNMENT**

Chair Schmitz adjourned the meeting at 10:05 a.m.

By:

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Chairperson

Attest:

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Josette Reina-Luken, Board Secretary / Treasurer

## **AGENDA ITEM 6: RESILIENCE MANAGER SUBSCRIPTION PROGRAM**

### **BACKGROUND:**

Multiple RWA member agencies have requested that RWA provide support for important regional initiatives and have approached RWA to establish a subscription-based staff position to provide this support. The RWA is proposing that a new staff position, Water Resiliency Manager, be created to coordinate the region's response to the Water Quality Control Plan Update process and other regulatory matters affecting the region's water supplies, and to engage on matters for the purpose of maintaining and improving the Sacramento region's access to water supplies. These responsibilities include coordinating the region's work engagement on regulatory matters that affect water management, increasing the opportunities for RWA's member agencies in obtaining funding for their programs and projects, and other related additional responsibilities discussed below.

The proposal is for two subscription programs to be established that will collectively will pay for a new RWA staff position. Half of the employee's time will be spent coordinating and managing the regions response to regulatory initiatives such as the Water Quality Control Plan, drought response measures that the SWRCB, DWR or Reclamation may undertake (such as temporary urgency change petitions that affect the Region's water supplies) and the other half will be on water resilience activities that have been emerging and have largely been incorporated into the updates to the RWA Strategic Plan (e.g, climate change, expanding IRWM planning, Federal affairs support). Each of the programs is described briefly below and draft program agreements are enclosed.

### ***Major Projects Management Services Program***

The State Water Resources Control Board (SWRCB) is engaged in a protracted process to update the Bay-Delta Water Quality Control Plan (Plan). This plan establishes water quality control measures and flow requirements needed to provide reasonable protection of beneficial uses in the watershed and could dramatically alter the water resources that are available on the American River and in Folsom Reservoir by increasing the amount of "unimpaired" flow from Folsom Reservoir to between 45% and 65% in order to meet Delta environmental needs. This process has the potential to require considerable resources over the next two to three years. The Plan will likely require implementation, which will take course over several years.

In order to prepare for the SWRCB's process to update the Plan, some RWA agency members have for several years now collectively entered into in a Joint Defense Agreement (JDA). Under the JDA, participating agencies have worked together to coordinate their legal and advocacy activities and to fund technical studies. These activities have been staffed by representatives from member agencies, with significant participation from several lead agencies.

Centralizing this work through the RWA will provide better organization and more consistent representation. This position includes engagement with federal and state agencies, local and statewide environmental NGOs, among others. In order to successfully protect our region's water supplies, the Water Resiliency Manager would work closely with the Water Forum and its stakeholders to provide coordination of technical studies and modeling. Coordinating advocacy and communications would also be part of the Water Resiliency Manager's role. This individual would be subject to the direction of the RWA Executive Director and water agencies that participate in the JDA.

### ***Water Resources Resilience Program***

The RWA participates in numerous efforts that help plan for and sustain a healthy and vibrant water resources future for the American River watershed. These efforts include, but are not limited to:

- Working with the Bureau of Reclamation to promote mitigation measures need to adapt to the projected impacts of climate change to the American River basin and to ensure the Region's interests are being taken into account by Reclamation.
- Providing support for grant applications and other funding requests that provide for reliability and resilient water supplies.
- Providing support to the Federal Affairs Standing Committee such as local implementation of project appropriations and grant processes, coordination with the Bureau of Reclamation Great Basin Office, Army Corp of Engineers locally and in Washington, DC (in a support role).
- Leading an evaluation and making recommendations for better integration of lower and upper watershed planning.
- Providing support in the completion of Federal recognition and implementation of the Sacramento Regional Water Bank.

The purpose of this item is to request Executive Committee input on a proposed Resilience Manager Subscription Program, direct staff to make any changes to the two subscription programs and to approve their submission to the RWA Board of Directors.

Discussion: Jim Peifer, Executive Director

### **Action: Recommend Approval of the Program Agreements**

Attachments:

1. Major Projects Management Services Program Agreement
2. Resilience Subscription Program Agreement

**REGIONAL WATER AUTHORITY  
PROGRAM AGREEMENT**

**MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

**RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the

participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.
- 2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.
- 3. Description of the Program.** The RWA and the Participants desire to carry create and carry out a Major Projects Management Services Program. The program will pay for one half of a full-time equivalent employee and expenses. The other half of the costs for the employee and expenses will be paid for a Water Resilience Program subscription program. The RWA Major Projects Management Services Program will help support member agency efforts to jointly and cooperatively participate in various regulatory and administrative processes, including processes like the Water Quality Control Plan and other environmental and regulatory matters that affect the surface water supplies in the region. Through the Major Projects Management Services Program, Participants can access RWA’s availability to manage, on behalf of the Participants, large-scale regional efforts to participate in regulatory or administrative processes. Specific work activities will be identified in an annual Work Plan to be approved by the Program Committee as described in Article 5 below.
- 4. Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote.
- 5. Program Staffing and Resources.** The program will involve the hiring of an employee and cover the costs of expenses.
- 6. Work Products.** Participants shall have full access to the work products of the

Program. To the extent the Major Projects Management Services Program is being utilized to support any work that is otherwise confidential, that information will remain confidential to the Participants and to RWA. In order to protect confidentiality, for any management services provided to the participants for confidential work, RWA will be party to any confidentiality agreement among the parties for that work. In such circumstances, the confidential information shall be held in confidence by RWA and shall not be available to any RWA member that is not party to the agreement establishing confidentiality.

**7. Sharing in Program Costs and Benefits.** The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants will make one or more payments to RWA for completion of the Program.

In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the program is estimated to be \$168,000. Future annual costs and allocations will be determined through an annual Work Plan approved by the Program Committee.

**8. Role of RWA.** The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and e) manage consultant support services in completion of the Program.

**9. Authorization to Proceed with the Program.** The Program is authorized to proceed upon the commitment of \$200,000 from Program Participants to fund initial costs of the Resilience Program and the Major Projects Management Services Program collectively. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 2 (“Financing Plan”) to this Agreement.

**10. Term.** This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

**11. Withdrawal.** A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days’ notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

**12. Amendments.** This Agreement may be amended from time to time with the approval of a simple majority vote of the Participants and RWA.

**13. Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**14. No Third Party Beneficiary.** RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

**15. Liabilities.** With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

**16. Audits and Accounting.** All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

**17. General Provisions.** Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

**18. Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Major Projects Management Services Program Agreement is hereby agreed to by RWA and the Participants.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_, 2020

\_\_\_\_\_  
James Peifer  
Executive Director  
Regional Water Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Agency

**List of Agreement Exhibits**

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

**EXHIBIT 1**

**PROGRAM PARTICIPANTS**

**REGIONAL WATER AUTHORITY**

**MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM**

**Agency (Proposed)**

Carmichael Water District

City of Folsom

City of Roseville

City of Sacramento

Golden State Water Company

El Dorado Irrigation District

Placer County Water Agency

Sacramento County Water Agency

Sacramento Suburban Water District

San Juan Water District

**EXHIBIT 2**

**FINANCING PLAN**

**REGIONAL WATER AUTHORITY**

**MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM**

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

**Proposed Fee Table**

<b>Agency</b>	<b>Not-to-Exceed Fee</b>
Carmichael Water District	\$ 6,500
City of Folsom	\$ 21,500
City of Roseville	\$ 21,500
City of Sacramento	\$ 21,500
El Dorado Irrigation District	\$ 21,500
Golden State Water Company	\$ 11,000
Placer County Water Agency	\$ 21,500
Sacramento County Water Agency	\$ 21,500
Sacramento Suburban Water District	\$ 21,500
San Juan Water District	\$ 21,500
<b>Total</b>	<b>\$ 168,000</b>

### **EXHIBIT 3**

#### **NOTICE INFORMATION**

#### **REGIONAL WATER AUTHORITY**

#### **MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM**

Carmichael Water District  
Attn: Cathy Lee  
7837 Fair Oaks Blvd  
Carmichael, CA 95608  
Phone: (916) 483-2452  
Email: cathy@carmichaelwd.org

El Dorado Irrigation District  
Attn: Jim Abercrombie  
2890 Mosquito Road  
Placerville, CA, 95667  
Phone: (530) 642-4041  
Email: jmabercrombie@eid.org

City of Folsom  
Attn: Marcus Yasutake  
50 Natoma Street  
Folsom, CA 95630  
Phone: (916) 461-6161  
Email: myasutake@folsom.ca.us

Placer County Water Agency  
Attn: Andy Fecko  
144 Ferguson Road  
Auburn, CA 95603  
Phone: (530) 823-4965  
Email: afecko@pcwa.net

Golden State Water Company  
Attn: Paul Schubert  
3005 Gold Canal Drive  
Rancho Cordova, CA, 95670  
Phone: (916) 420-6879  
Email: PSCHUBERT@gswater.com

Sacramento County Water Agency  
Attn: Kerry Schmitz  
827 7th Street, Room 301  
Sacramento, CA 95814  
Phone: (916) 874-4681  
Fax: (916) 874-8693  
Email: schmitzk@SacCounty.NET

City of Roseville  
Attn: Sean Bigley  
2005 Hilltop Circle  
Roseville, CA 95747  
Phone: (916) 774-5513  
Email: sbigley@roseville.ca.us

Sacramento Suburban Water District  
Attn: Dan York  
3701 Marconi #100  
Sacramento, CA 95821  
Phone: (916) 679-3973  
Fax: 916-972-7639  
Email: dyork@sswd.org

City of Sacramento  
Attn: Anne Sanger  
1395 35th Avenue  
Sacramento, CA 95822  
Phone: (916) 808-1725  
Email: asanger@cityofsacramento.org

San Juan Water District  
Attn: Paul Helliker  
P.O. Box 2157  
Granite Bay, CA 95746  
Phone: (916) 791-6933  
Fax: (916) 791-6983  
Email: phelliker@sjwd.org

Regional Water Authority  
Attn: James Peifer  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916) 967-7692  
Fax: (916) 967-7322  
Email: jpeifer@rwah2o.org

**REGIONAL WATER AUTHORITY  
PROGRAM AGREEMENT**

**WATER RESILIENCE PROGRAM**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

**RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program,

including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

**2. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

**2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.

**3. Description of the Program.** The RWA and the Participants desire to carry create and carry out a Water Resilience Program. The RWA Water Resilience Program will help support member agency efforts to improve water resilience in the greater Sacramento region and will include, but are not limited to, the tasks listed below:

- To work with the Bureau of Reclamation to promote mitigation measures need to adapt to the projected impacts of climate change to the American River basin and to ensure the Region’s interests are being taken into account by Reclamation.
- To provide support for grant applications and other funding requests that provide for reliability and resilient water supplies.
- To provide support to the Federal Affairs Standing Committee such as local implementation of project appropriations and grant processes, coordination with the Bureau of Reclamation Great Basin Office, Army Corp of Engineers locally and in Washington, DC (in a support role).
- To lead an evaluation and make recommendations for better integration of lower and upper watershed planning.
- To provide support in the completion of Federal recognition and implementation of the Sacramento Regional Water Bank.

Specific work activities will be identified in an annual Work Plan to be approved by the Program Committee as described in Article 5 below.

**4. Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee

will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote.

**5. Program Staffing and Resources.** An employee will be hired to staff the program.

**6. Work Products.** Participants shall have full access to the work products of the Program.

**7. Sharing in Program Costs and Benefits.** The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants will make one or more payments to RWA for completion of the Program.

In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the program is estimated to be \$168,000. Future annual costs and allocations will be determined through an annual Work Plan approved by the Program Committee.

This program will pay for one half of a full-time equivalent employee and expenses. The other half of the costs for the employee and expenses will be paid for through the Major Projects Management Services Program subscription program.

**8. Role of RWA.** The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and e) manage consultant support services in completion of the Program.

**9. Authorization to Proceed with the Program.** The Water Resilience Program is authorized to proceed upon the commitment of \$200,000 collectively through the Water Resilience Program and Major Projects Management Services Program from Participants to fund initial costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Water Resilience Program costs in an amount and manner as described in Exhibit 3 (“Financing Plan”) to this Agreement.

**10. Term.** This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

**11. Withdrawal.** A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

**12. Amendments.** This Agreement may be amended from time to time with the approval of a simple majority vote of the Participants and RWA.

**13. Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**14. No Third Party Beneficiary.** RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

**15. Liabilities.** With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

**16. Audits and Accounting.** All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

**17. General Provisions.** Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the

State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 (“Notice Information”). This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

**18. Signatories’ Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Water Resilience Program Agreement is hereby agreed to by RWA and the Participants.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_, 2020

\_\_\_\_\_  
James Peifer  
Executive Director  
Regional Water Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Agency

**List of Agreement Exhibits**

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

**EXHIBIT 1**

**PROGRAM PARTICIPANTS**

**REGIONAL WATER AUTHORITY**

**WATER RESILIENCE PROGRAM**

**Agency (Proposed)**

To be determined

EXHIBIT 2

FINANCING PLAN

**REGIONAL WATER AUTHORITY**

**WATER RESILIENCE PROGRAM**

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

To be determined

### **EXHIBIT 3**

#### **NOTICE INFORMATION**

#### **REGIONAL WATER AUTHORITY**

#### **WATER RESILIENCE PROGRAM**

Carmichael Water District  
Attn: Cathy Lee  
7837 Fair Oaks Blvd  
Carmichael, CA 95608  
Phone: (916) 483-2452  
Email: cathy@carmichaelwd.org

City of Folsom  
Attn: Marcus Yasutake  
50 Natoma Street  
Folsom, CA 95630  
Phone: (916) 461-6161  
Email: myasutake@folsom.ca.us

Golden State Water Company  
Attn: Paul Schubert  
3005 Gold Canal Drive  
Rancho Cordova, CA, 95670  
Phone: (916) 420-6879  
Email: PSCHUBERT@gswater.com

City of Roseville  
Attn: Sean Bigley  
2005 Hilltop Circle  
Roseville, CA 95747  
Phone: (916) 774-5513  
Email: sbigley@roseville.ca.us

City of Sacramento  
Attn: Anne Sanger  
1395 35th Avenue  
Sacramento, CA 95822  
Phone: (916) 808-1725  
Email: asanger@cityofsacramento.org

El Dorado Irrigation District  
Attn: Jim Abercrombie  
2890 Mosquito Road  
Placerville, CA, 95667  
Phone: (530) 642-4041  
Email: jmabercrombie@eid.org

Placer County Water Agency  
Attn: Andy Fecko  
144 Ferguson Road  
Auburn, CA 95603  
Phone: (530) 823-4965  
Email: afecko@pcwa.net

Sacramento County Water Agency  
Attn: Kerry Schmitz  
827 7th Street, Room 301  
Sacramento, CA 95814  
Phone: (916) 874-4681  
Fax: (916) 874-8693  
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District  
Attn: Dan York  
3701 Marconi #100  
Sacramento, CA 95821  
Phone: (916) 679-3973  
Fax: 916-972-7639  
Email: dyork@sswd.org

San Juan Water District  
Attn: Paul Helliker  
P.O. Box 2157  
Granite Bay, CA 95746  
Phone: (916) 791-6933  
Fax: (916) 791-6983  
Email: phelliker@sjwd.org

Regional Water Authority  
Attn: James Peifer  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916-967-7692  
Email: jpeifer@rwah2o.org

August 26, 2020

## **AGENDA ITEM 7: PUBLIC OUTREACH AND COMMUNICATIONS CONSULTANT**

### **BACKGROUND:**

The Regional Water Authority (RWA) is seeking consultant support to continue the implementation of a Regional Public Outreach and Communications Program (Program). The Program has two distinct components: 1) Regional public outreach implementation and 2) Communications/Public Relations support. Component 1 includes the research, design and implementation of a regional public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers and ongoing strategic support for relevant RWA staff. Component 2 includes the research, design and implementation of public relations initiatives and related events/meetings, development of tools and materials to support initiatives, and strategic support and advice for relevant RWA staff. Selected consultant should also ensure coordination between Component 1 and Component 2. Contract timeframe is from September 2020 to September 2021, with the option to renew (pending approval of both RWA and consultant) on an annual basis for up to 4 additional years.

The annual budget for Component 1 varies but is typically between \$100,000 to \$120,000 and is exclusively paid for through the Regional Water Efficiency Program. The annual budget for Component 2 varies but is up to \$100,000 and is exclusively paid for through the general RWA budget. Due the anticipated combined budgets for Component 1 and 2 being above \$200,000, RWA staff are required to obtain RWA Board approval to proceed with contracting with the selected consultant as outlined in RWA Policy 300.2

RWA released a Request for Proposals (RFP) to secure a consultant to implement the Program on July 9, 2020 (<https://rwah2o.org/regional-public-outreach-and-communications-program-rfp/>). RWA sent the RFP directly to four firms (IN Communications, Lucy & Company, Sagent Marketing, and KMP Strategies), posted the RFP on the RWA website and sent out an eblast notification through the RWA list serv to those contacts that selected contracting interest. RWA received two RFP responses from IN Communications and RSE.

RWA staff coordinated a RFP evaluation team that consisted of City of Roseville (Sean Bigley and Maurice Chaney), Sacramento County Water Agency (Kerry Schmitz), Sacramento Suburban Water District (Greg Bundesen), Placer County Water Agency (Linda Higgins), California American Water (Evan Jacobs) and RWA (Amy Talbot). Each member of the evaluation team scored each proposal according the following grading criteria: Consultant profile (10 points), staff qualifications (20 points), past experience and references (40 points), strategic approach (20 points), and fee schedule (10 points). There is a maximum possible score of 100 points. The average score for IN Communications was 92 out of 100. The average score for RSE was 83 out of 100. RWA hosted a conference call with the evaluation team on August 6, 2020 to discuss the consultant candidates and concluded that IN

August 26, 2020

Communications was the preferred consultant. The evaluation team recommends IN Communications as the preferred Program contractor to the Executive Committee. A summary of IN Communications and RSE rates and a draft Master Services Agreement with IN Communications is below.

**Action: Recommend approval to the Board of the Executive Director entering into a Master Services Agreement of IN Communications**

IN Communications Rates

JOB TITLE	PERSONNEL NAME	BUSINESS NAME	\$/HOUR
Program Manager and Primary Point of Contact— Water Efficiency and Public Affairs	Christine Kohn	President and CEO of IN Communications	\$150
Program Lead/Creative and Advertising— Water Efficiency and Public Affairs	Bruce Hartzell	President and CEO of Original Communications	\$150
Program Lead and Strategic Advisor— Public Affairs	Michelle Smira	President and CEO of MMS Strategies	\$150
Strategic Advisor and Writer— Public Affairs	Matt Weiser	Freelance Journalist	\$150
Graphic Design and Multimedia— Water Efficiency and Public Affairs	Chris Guzman	CEO and Core Creator of Magma Creative	\$140
Public Opinion Research— Water Efficiency and Public Affairs	Sophia Gomez	Founder and Lead Strategist at Public Values Research	\$140
Strategic Advisor and Outreach Specialist, Multicultural and Disadvantaged Communities— Water Efficiency and Public Affairs	Lilly Wyatt	President and CEO of Lilly Wyatt Public Relations	\$140
Project Support— Public Affairs	Wesley Fagundes	Account Manager at MMS Strategies	\$125
Graphic Designer— Water Efficiency and Public Affairs	Brooke Emmett	Graphic Designer at Magma Creative	\$110
School Outreach and Project Support— Water Efficiency	Chris Perry	Independent School Outreach and Event Planning Specialist	\$90

RSE Rates

August 26, 2020

JOB TITLE	PERSONNEL NAME	\$/HOUR
Principal	Scott Rose	\$272
Sr. Account Manager	Allie Delehant	\$196
Sr. Account Manager	Isaac Gonzalez	\$196
Account Coordinator	Eric Sweigert	\$112
Media Supervisor	Jessica Schmitz	\$224
Digital Director	Jonathan Bolivar	\$236
Digital Coordinator	Denisse Veron	\$112
Creative Director	Steve Fong	\$248
Associate Creative Director	Darcey Self	\$232
Videographer/Editor	Sean Arntson	\$136

**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 IN Communications, a communications 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.

The fee arrangement described on the attached Exhibit A.

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

August 26, 2020

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.

August 26, 2020

## **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).

August 26, 2020

## **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

August 26, 2020

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

August 26, 2020

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

August 26, 2020

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](mailto:jpeifer@rwah2o.org)

Contractor:  
IN Communications  
Attn: Christine Kohn  
3341 Edgar Lane  
Carmichael, CA 95608  
E-mail: [christine@INpronline.com](mailto:christine@INpronline.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.

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REGIONAL WATER AUTHORITY:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

James Peifer  
Executive Director

IN Communications:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Christine Kohn  
Principal

August 26, 2020

### Exhibit A

The Regional Water Authority (RWA) is seeking Consultant support for the implementation of a Regional Public Outreach and Communications Program (Program). The Program has two distinct components: 1) Regional public outreach implementation and 2) Communications/Public Relations support. Component 1 includes the research, design and implementation of a regional public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers, and ongoing strategic support for relevant RWA staff. Component 2 includes the research, design and implementation of public relations initiatives and related events/meetings, development of tools and materials to support initiatives, and strategic support and advice for relevant RWA staff. Consultant should also ensure coordination between Component 1 and Component 2. IN Communications has been selected through a competitive bidding process to perform the work. Detailed scopes of work will be outlined for both Component 1 and Component 2 in subsequent Task Orders.

Contract timeframe is from September 2020 to September 2021, with option to renew (pending approval of both RWA and IN Communications) on an annual basis for up to 4 additional years.

### Fee Schedule

JOB TITLE	PERSONNEL NAME	BUSINESS NAME	\$/HOUR
Program Manager and Primary Point of Contact— Water Efficiency and Public Affairs	Christine Kohn	President and CEO of IN Communications	\$150
Program Lead/Creative and Advertising— Water Efficiency and Public Affairs	Bruce Hartzell	President and CEO of Original Communications	\$150
Program Lead and Strategic Advisor— Public Affairs	Michelle Smira	President and CEO of MMS Strategies	\$150
Strategic Advisor and Writer— Public Affairs	Matt Weiser	Freelance Journalist	\$150
Graphic Design and Multimedia— Water Efficiency and Public Affairs	Chris Guzman	CEO and Core Creator of Magma Creative	\$140
Public Opinion Research— Water Efficiency and Public Affairs	Sophia Gomez	Founder and Lead Strategist at Public Values Research	\$140
Strategic Advisor and Outreach Specialist, Multicultural and Disadvantaged Communities— Water Efficiency and Public Affairs	Lilly Wyatt	President and CEO of Lilly Wyatt Public Relations	\$140
Project Support— Public Affairs	Wesley Fagundes	Account Manager at MMS Strategies	\$125
Graphic Designer— Water Efficiency and Public Affairs	Brooke Emmett	Graphic Designer at Magma Creative	\$110
School Outreach and Project Support— Water Efficiency	Chris Perry	Independent School Outreach and Event Planning Specialist	\$90

August 26, 2020

Discussion: Amy Talbot, Senior Project Manager

**Action: Recommend approval to the Board for the Executive Director entering into a Master Services Agreement with IN Communications**

August 26, 2020

## **AGENDA ITEM 8: SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

### **BACKGROUND:**

The Sacramento Central Groundwater Authority (SCGA) is interested in the potential for the Regional Water Authority (RWA) to provide staffing services to the SCGA, similar to how RWA has provided staffing services to the SGA. The RWA, SGA and SCGA have approved a memorandum of understanding (MOU) that creates a 3x3 ad hoc committee of the chairs, vice chairs and an additional member of each authority. The MOU further lays out that the authorities will work together to develop a proposal that allows the RWA to provide staffing services but protects the level of services afforded to the individual authorities.

The 3x3 committee met on August 19<sup>th</sup>. The committee gave staff direction to develop a potential staffing model that allows for the three separate authorities to maintain their existing governance but would be staffed by the RWA. Another meeting is being scheduled for the committee to reconvene sometime after September 21<sup>st</sup> to review and discuss the staffing model.

Discussion: Jim Peifer, Executive Director

August 26, 2020

## **AGENDA ITEM 9: LEGISLATIVE/REGULATORY UPDATE**

### **BACKGROUND:**

**BACKGROUND:** Senate and Assembly Appropriations Committees held their respective suspense hearing on August 20<sup>th</sup>. There are approximately 425 bills still alive heading into the final days of the Legislative session and the RWA is tracking 11 of them. Of the 11 bills RWA is tracking, the RWA

- supports five of the bills
- is neutral on four of the bills
- is opposed to one of them
- has yet to take a position on one of them.

RWA is opposed to is AB 196 (Gonzalez), which would extend workers compensation protections to all essential workers who contract COVID. The protections do not expire moving forward, and the presumption would be that the worker contracted COVID on the job. The bill that RWA has yet to take a position on is AB 685 (Reyes) which would require an employer to notify its employees and public health officials if it is notified of an employee having contracted COVID. Amendments to AB 685 are still very possible.

Economic stimulus and CEQA reform bills were not successful and will not be moving forward this year.

On the regulatory side of things, the Water Board discussed developing information orders in relation to water agency reporting on the impacts of COVID at its August 18<sup>th</sup> board meeting. The Water Board also discussed limiting late fees and the potential for debt forgiveness. Additionally, the Water Board is looking at revisions to the timelines and reporting items in the electronic annual reports (EAR), specifically in relation to system affordability. The Water Board is also taking steps toward characterizing what an “at risk system” is for purposes of the Safe and Affordable Funding for Equity and Resilience (SAFER) program.

### **EXECUTIVE COMMITTEE RECOMMENDATION:**

Information Presentation: Ryan Ojakian, Legislative and Regulatory Affairs Manager

**Action: Adopt Positions on Legislation**

August 26, 2020

**AGENDA ITEM 10: FEDERAL AFFAIRS STANDING COMMITTEE POSITIONS ON LEGISLATION AND UPDATE**

**BACKGROUND:**

The purpose of this item is to:

1. Provide a brief update on the activities of the Federal Affairs Standing Committee, and
2. To take a position on supporting the Snow Water Supply Forecasting Program Authorization Act.

Discussion: Sean Bigley, Federal Affairs Standing Committee Chair and Jim Peifer, Executive director

**Action: Adopt positions on Legislation**

Attachments:

1. The Snow Water Supply Forecasting Program Authorization Act Fact Sheet

August 26, 2020

## ***The Snow Water Supply Forecasting Program Authorization Act***

### **Background: Aerial Snowpack Observatory (ASO) and Snowpack Measurement Technologies**

ASO technology is an aerial snow monitoring tool that provides precise measurement of depth and water content for every square meter of snow in a watershed that, when combined with conventional snow surveys, provides a near-perfect picture of snow water content. The technology measures snow depth and water content using an airplane-mounted light detection (LiDAR) instrument coupled with an imaging spectrometer.

When the data obtained through ASO surveys are combined with computer-based snowmelt models, they can provide future runoff forecasts for entire seasons, expanding snowpack and runoff forecast accuracies from the current 50-90% to 96-99%. Expanding the use of ASO technology and other similar technologies will be critical to more accurately predict snowpack and runoff – modeling that will be especially important in better managing competing missions of Western water storage reservoirs for flood control and water supply amidst a changing climate and growing population.

### **By the numbers** Improves water reservoir management:

- Errors in water-storage management can cost hundreds of millions of dollars in unnecessary releases from reservoirs and extra groundwater pumping.
- ASO technology predicts seasonal runoff forecasts with 96 to 99% accuracy.
- Investment in additional ASO flights to better measure snowpack often has a high return on investment, as much as 40:1 for water supply benefits, and 80:1 for all benefits.

### **Need for Legislation**

After several years developing and refining the deployment of snowpack measurement technology, in December 2019, NASA concluded management of the Airborne Snow Observatory (ASO) program and transferred it to the private sector. While a beneficial step in effective deployment of the program as it is currently understood, such a step reduces the certainty for federal support of a program with significant public benefits, including improved water conservation, supply and delivery forecasts across the West.

### **Purpose**

The bill establishes a program within the Department of the Interior which will improve the understanding, management, and deployment of snowpack measurement technologies used for seasonal water forecasting and preserve key elements of the basic technology elements of the ASO program, thus allowing the federal government to remain a key partner in partnership based efforts to increase water supply storage, improve water management efficiencies, and enhance flood control measures.

In particular, formal establishment of the program would provide continued strong benefits across the West, including but not limited to: Sierra Nevada and Cascade Mountains; the front range of the Rocky Mountains of Colorado, Wyoming and New Mexico; the Colorado River tributaries in Utah and Arizona, and the Pacific Northwest.

August 26, 2020

\$15 million would be authorized for the program from fiscal years 2022 to 2026.

August 26, 2020

**AGENDA ITEM 11: PRESENTATION ON EL DORADO WATER AGENCY**

**BACKGROUND:**

Mr. Ken Payne, General Manager of the El Dorado Water Agency will be presenting on the El Dorado Water Agency.

Information Presentation: Ken Payne, General Manager, El Dorado Water Agency

August 26, 2020

**AGENDA ITEM 12: SEPTEMBER 10, 2020 RWA BOARD MEETING AGENDA**

**Action: Approve September 10, 2020 proposed RWA Board meeting agenda**

**REGIONAL WATER AUTHORITY  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Thursday, September 10, 2020, 9:00 a.m.**

**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) 847-7589. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**Note: Pursuant to the Governor's Executive Order N-29-20, and given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference.**

We encourage Board members and participants to join the meeting 10 minutes early. Note that we will use GoToMeeting to share slides and other information during the meeting. Use the link below to join GoToMeeting. If you have a microphone that you can use with your computer, it should be possible to both listen to, and participate in, the meeting through GoTo Meeting. If you do not have a microphone, or a headset with a microphone, that plugs into your computer via USB port, you will need to call into the toll-free telephone conference line to listen and comment, although you still should be able to view the meeting materials on GoToMeeting. Please do not simultaneously use a microphone through GoToMeeting and the telephone conference line. That combination results in audio problems for all participants.

**Meeting Information:**

**RWA Full Board Meeting  
Thu, Sep 10, 2020 9:00 AM - 11:00 AM (PDT)**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/583192429>

You can also dial in using your phone.

**United States: [+1 \(872\) 240-3212](tel:+18722403212)**

Access Code: **583-192-429**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT**

3. **EXECUTIVE COMMITTEE REPORT AND RECOMMENDATIONS**
  - a. Information: Minutes from the July 9, 2020 9 Regular Board meeting
  - b. Information: Executive Committee report on the Executive Director's performance review
  - c. Amend RWA Personnel Rules (Policy 400.1) effective January 1, 2021**Action: Approve the July 9, 2020 Regular Board meeting minutes**  
**Action: Approve Amendments to RWA Personnel Rules (Policy 400.1) effective January 1, 2021**
4. **RESILIENCE MANAGER SUBSCRIPTION PROGRAM**

Discussion: Jim Peifer, Executive Director

**Action: Recommend Approval of the Program Agreements**
5. **PUBLIC OUTREACH AND COMMUNICATIONS CONSULTANT**

Discussion: Amy Talbot, Senior Project Manager

**Action: Approve the Executive Director entering into a Master Services Agreement with IN Communications**
6. **FEDERAL AFFAIRS STANDING COMMITTEE UPDATE**

Information Update and Discussion: Sean Bigley, Committee Chair
7. **LEGISLATIVE AND REGULATORY UPDATE**

Information Update: Ryan Ojakian, Legislative and Regulatory Affairs Manager
8. **EXECUTIVE DIRECTOR'S REPORT**
9. **DIRECTORS' COMMENTS**

## **ADJOURNMENT**

Upcoming meetings:

Executive Committee Meetings: Wednesday, September 23, 8:30 a.m. and October 28, 2020 at the RWA Office, the location is subject to change depending on the COVID-19 emergency

Regular Board Meeting: Thursday, November 12, 2020, 9:00 a.m., at the RWA Office, the location is subject to change depending on the COVID-19 emergency

The RWA Board Meeting electronic packet is available on the RWA website at <https://rwah2o.org/meetings/board-meetings/> to access and print the packet.

August 26, 2020

**AGENDA ITEM 13: EXECUTIVE DIRECTOR'S REPORT**

An oral report will be provided

**REGIONAL WATER AUTHORITY  
STRATEGIC PLAN 2020-2025+ (SP25+)  
MISSION, VISION, VALUES AND GOALS  
Adopted by the RWA Board June 19, 2020**

**MISSION**

To serve, represent and align the interests of regional water providers and stakeholders for the purpose of improving water supply reliability, availability, quality and affordability.

**VISION**

The Regional Water Authority is recognized as a leader for its integrated and collaborative approach in assisting its members' effective management of the region's water resources in support of a sustainable environment, healthy communities, a vibrant economy, and water supply reliability and resilience under future climate conditions.

**VALUES**

**The Five "I" s** 

**INTEGRITY      We are respectful and transparent in internal and external interactions.**

*Our actions are consistent with our stated intentions.*

**INNOVATIVE    We are visionary and strategic in our approach to anticipating and meeting challenges.**

*We address changing circumstances proactively, cost-effectively, and with technical sophistication.*

**INFORMED      We are a trusted and reliable source of information.**

*We stay current and maintain an understanding of relevant issues, evaluating and communicating how they may affect members and the region*

**INCLUSIVE      We encourage open participation and equitable treatment amongst and by our members and other stakeholders.**

*We leverage our members' collective strength to best serve the region.*

**IMPACTFUL     We accomplish meaningful outcomes for the benefit of our members, the region, and future generations.**

*We communicate collective positions in a manner that both strengthens, and is strengthened by, the voices of our members.*

## **GOALS**

### **A. Planning Goal**

Continuously improve regional water management planning that is comprehensive in scope and contributes to more effective regional water resources management.

### **B. Implementation Goal**

Lead successful water management strategies, as well as develop and undertake related beneficial programs on behalf of the region.

### **C. Communication Goal**

Based on shared values, communicate with one voice on issues of regional significance to strengthen relationships, elevate regional visibility and influence, and advance the collective interests of the region.

### **D. Advocacy Goal**

Advocate for members' and the region's needs and interests to positively influence legislative and regulatory policies and actions.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**Definitions:**

**Affordability:** The continued delivery of high quality, reliable water service at the lowest reasonable cost. Affordability is directly related to water reliability and quality. Affordability is also affected, both positively and negatively, by legislative and regulatory policies.

**Supershed:** a region consisting of multiple watersheds that is actively managed to improve water resource resilience in support of a healthy community, economy and environment.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**PLANNING GOAL: Continuously improve regional water management planning that is comprehensive in scope and contributes to more effective regional water resources management.**

**Objective A. Complete development of the Sacramento Regional Water Bank to improve water supply reliability and resilience.**

- 1) Establish a funding program to complete work to establish the Regional Water Bank.
- 2) Engage with state, federal, and local stakeholders to gain Regional Water Bank acceptance, approval, and support.
- 3) Engage with potential Regional Water Bank partners.
- 4) Establish governance to manage the Regional Water Bank.
- 5) Complete an environmental analysis to support Regional Water Bank operations.

**Objective B. Evaluate and respond to impacts on the region's water suppliers and operations.**

- 1) Continue to evaluate and plan for adapting to climate change.
- 2) Promote the application of forecast informed reservoir operations that enhance water supplies while maintaining flood protection.
- 3) Maintain a regional integrated groundwater/surface water model, in coordination with groundwater sustainability agencies, to support regional planning and groundwater management.

**Objective C. Lead and support planning efforts that benefit water agencies.**

- 1) Evaluate opportunities to provide coordinated responses for sections of Urban Water Management Plans on behalf of agencies.
- 2) Track next generation of regional planning requirements (e.g. Integrated Regional Water Management Plan or other requirements that may result from the Governor's Water Resilience Portfolio) and respond as necessary.
- 3) Participate with other regional organizations (Sacramento Area Council of Governments (SACOG), Capital Region Climate Readiness Collaborative, etc.) on planning for and responding to climate change.
- 4) Participate with the Water Forum on efforts that improve water supply reliability and ecosystem health.

**Objective D. Plan for the sustainability of RWA and its members.**

- 1) Evaluate RWA staffing, operations, and financing models for opportunities to improve long-term organizational sustainability.
- 2) Develop a Young Professionals Program.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**IMPLEMENTATION GOAL: Lead successful water management strategies, as well as develop and undertake related beneficial programs on behalf of the region.**

**Objective A. Support the securing of funding and assist in resourcing projects and programs that are regional priorities.**

- 1) Position, secure and manage funding for the Regional Water Reliability Plan (RWRP), Integrated Regional Water Management (IRWM) Plan, Water Bank, and Water Efficiency Programs and Projects.
- 2) Support and pursue funding opportunities for members and partner agencies that benefit the region.
- 3) Support programs that benefit from economies of scale in the areas of research, studies, planning, implementation, purchasing and resource sharing (e.g. Regional Aquifer Storage and Recovery (ASR) Information Study, Meter Asset Management and Chemical Purchasing Program).
- 4) Administer funding and financing for major endeavors such as the Water Quality Control Plan, Delta Initiatives and Water Bank.
- 5) Advocate for and support the financing of regional infrastructure to improve water reliability and resilience.

**Objective B. Support members' efforts to improve water reliability and resilience.**

- 1) Continue to partner with the Water Forum to ensure the health of the Lower American River as a critical component to improving water supply reliability.
- 2) Maintain the Regional Water Reliability Plan (RWRP) database and update the RWRP as needed.
- 3) Maintain the American River Basin Integrated Regional Water Management Plan (IRWMP) database and update the IRWMP as needed.
- 4) Support intra- and interregional water transfers.
- 5) Evaluate combining the American River Basin IRWM with appropriate portions of the Cosumnes, American, Bear, and Yuba (CABY) IRWM.
- 6) Support the region's efforts on Delta initiatives and water supply regulatory initiatives such as the Water Quality Control Plan, Voluntary Agreements and the Biological Opinions of the Central Valley Project and State Water Project.
- 7) Support compliance with the Sustainable Groundwater Management Act (SGMA) within the Region.
  - Provide services and support, as needed, for planning and implementation.
  - Facilitate collaboration between subbasins.
  - Align interests with RWA, Sacramento Groundwater Authority, Sacramento Central Groundwater Authority and others as appropriate.
- 8) Support the planning and construction of regional infrastructure to improve water reliability and resilience.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**Objective C. Support members' water use efficiency efforts to comply with applicable state and local requirements.**

- 1) Continue to implement a regional water efficiency program that supports member agencies' compliance with state and local water efficiency and water loss requirements through cost-effective efforts/programs/initiatives.
- 2) Participate in statewide efforts related to water efficiency legislation and regulatory requirements to maintain a positive perception of the region and protect member agency interests.
- 3) Track individual member agency water use and related metrics to communicate regional water efficiency progress to the state, other regions and interested stakeholders.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**COMMUNICATIONS GOAL: Based on shared values, communicate with one voice on issues of regional significance to strengthen relationships, elevate regional visibility and influence, and advance the collective interests of the region.**

**Objective A. Provide a forum for education, discussion and outreach on water issues affecting the region.**

- 1) Assess modes for preferred internal member communication such as meetings, in-person presentations, email updates, newsletters, blogs, social media, etc.
- 2) Distribute relevant information to members.
- 3) Create a venue for members to regularly brief each other on current and emerging issues, planned messages and responses, and coordinate on topics and issues of regional significance.
- 4) Provide educational opportunities for members through speakers and experts.
- 5) Update members regularly on the status and progress of RWA's services and programs.
- 6) Educate legislators, policy makers, and the public on the challenges to and benefits of uninterrupted high-quality water services and investments necessary for its continued delivery.

**Objective B. With one voice, raise RWA's profile and credibility through outreach efforts to targeted audiences.**

- 1) Be a champion for the Region by being a single, coordinated voice on regional matters.
- 2) Identify and cultivate RWA ambassadors/spokespersons to communicate significant topics and policy issues.
- 3) Inform key interested parties such as the media, federal, state and local officials, and the public about water management successes (e.g. Water reliability and resilience improvements) and key issues (e.g. regulatory, water accessibility, safety and affordability).
- 4) Foster consistent and cohesive regional messaging including:
  - a) Prioritizing anticipated issues and opportunities for target audiences, along with tools, materials and activities to help RWA members communicate with a consistent voice.
  - b) Developing talking points, position papers and outreach materials on key issues.

**Objective C. Cultivate relationships to advance RWA members' interests.**

- 1) Work with other organizations with water interests (e.g. Northern California Water Association, Association of California Water Agencies, Sacramento Area Council of Governments, Sacramento Area Flood Control Agency and land use agencies).
- 2) Coordinate and partner with water suppliers and other stakeholders to further leverage advocacy, research initiatives and/or economies of scale related to water management.
- 3) Work with business organizations (e.g. Metro Chamber and local chambers.)
- 4) Work with state and federal agencies that influence or manage resources related to regional water reliability and resilience (e.g. United States Bureau of Reclamation, California Department of Water Resources, State Water Resource Control Board, and other resource agencies.)
- 5) Work with the Water Forum Successor Effort on behalf of the member agencies that are signatory to the Water Forum Agreement. Support includes:

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

- a) Ensuring RWA member interests are represented in the re-negotiation process including governance and succession planning.
- b) Ensuring RWA member interests are represented in the Water Forum Successor Effort.
- c) Participating in the Coordinating Committee and Water Caucus.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

**ADVOCACY GOAL: Advocate for members and the region’s needs and interests to positively influence legislative and regulatory policies and actions.**

**Objective A. Engage relevant local, state and federal representatives, to seek support for RWA’s legislative agenda to further the region’s collective goals and objectives.**

- 1) Annually update RWA policy principles and federal legislative platforms to effectively advocate for the region.
- 2) Maintain and track significant water-related state and federal legislation on important policies and funding opportunities and make the information regularly and readily available electronically to members.
- 3) Advocate for positions on state and federal legislation and programs consistent with the adopted RWA policy principles and platforms.
- 4) Monitor and actively engage on actions of the Association of California Water Agencies (ACWA) State Legislative and Federal Affairs Committees and coordinate with other organizations.
- 5) Protect member agencies’ interests and work with state and federal organizations on the development of policies related to the equitable access to water.
- 6) Coordinate with external organizations, as appropriate, including but not limited to, American Water Works Association (AWWA), Association of California Water Agencies (ACWA), California Special Districts Association (CSDA), Northern California Water Association (NCWA), National Water Resources Association (NWRA), California Water Foundation, California Municipal Utilities Association (CMUA), and the Metro Chamber, and California Water Association (CWA).
- 7) Coordinate and partner with environmental non-governmental organizations (NGOs) and environmental justice NGOs throughout the state to advance RWA’s interests.
- 8) Present regular updates from RWA lobbyist efforts and recalibrate priorities as necessary.
- 9) Maintain a volunteer standing committee as a forum for coordination, collaboration, education and vetting on federal policy areas of regional interest and evaluate the effectiveness of the standing committee in FY2021/2022.

**Objective B. Evaluate, comment and advocate on state and federal water regulatory issues that may impact the region and its water reliability and resilience (e.g. WQCP, PFAS, Chrome VI).**

- 1) Track, evaluate and respond to water quality, water conservation and efficiency, water affordability, resilience, SGMA and other regulatory issues that may affect members.
- 2) Lead and participate in efforts with other organizations aligned with RWA positions and interests as appropriate.

**Objective C. Assist in the preservation of water rights and entitlements of RWA members, maintain area of origin protections, and protect and ensure water reliability and resilience.**

- 1) Educate the public and decision makers and promote our region’s contribution to the Delta.
- 2) Advocate to maintain the water rights priority system.

**Final**  
**RWA STRATEGIC PLAN GOALS AND OBJECTIVES**  
**Adopted by the RWA Board Aug 7, 2020**

- 3) Continue to support efforts for expanding conjunctive use operations as a means of protecting water rights (e.g., exercising more surface water rights and contracts in wetter years).
- 4) Support a Water Forum lower American River Modified Flow Management Standard that is consistent with the Water Forum co-equal goals.
- 5) Leverage proximity to the Capitol to engage and be a resource to legislators on issues important to the region and promote RWA's reliability and resilience successes.
- 6) Work with the State to help implement the portions of the Governor's Water Resilience Portfolio where it aligns with and benefits our region's interest.
- 7) Promote the region's collaborative efforts to comprehensively manage its water resources through an innovative *Supershed* approach to be resilient to fire, flood, and drought, and which serves our region and creates value to the state.

August 26, 2020

**AGENDA ITEM 14: DIRECTORS' COMMENTS**