

**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:

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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 Regular Board meeting
 - b. Information: Final minutes of the June 24, 2020 and July 22, 2020 Executive Committee meetings
 - c. Information: Executive Committee report on the Executive Director's performance review
 - d. 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. MAJOR PROJECTS AND RESILIENCE MANAGER SUBSCRIPTION PROGRAMS**
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

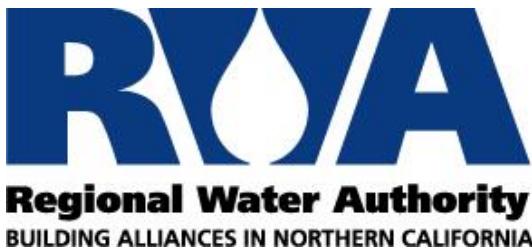
The RWA Board Meeting electronic packet is available on the RWA website at <https://rwah2o.org/meetings/board-meetings/> to access and print the packet.

AGENDA ITEM 3: EXECUTIVE COMMITTEE REPORT AND RECOMMENDATIONS

- a.** Information: Minutes from the July 9, 2020 Regular Board meeting
- b.** Information: Final minutes of the June 24, 2020 and July 22, 2020 Executive Committee meetings
- c.** Information: Executive Committee report on the Executive Director's performance review
- d.** 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



**RWA Special Board Meeting
Draft Minutes
July 9, 2020**

1. CALL TO ORDER

Chair Schmitz called the meeting of the Board of Directors to order at 9:00 a.m. as a teleconference meeting. Individuals who participated are listed below:

RWA Board Members

Evan Jacobs, California American Water
Ron Greenwood, Carmichael Water District
Cathy Lee, Carmichael Water District
Ray Riehle, Citrus Heights Water District
Marcus Yasutake, City of Folsom
Bruce Houdeheldt, City of Roseville
Sean Bigley, City of Roseville
Michelle Carrey, City of Sacramento
Bill Roberts, City of West Sacramento
Diana Langley, City of Yuba City
John Lenahan, Del Paso Manor Water District
Michael Raffety, El Dorado Irrigation District
Tom Nelson, Elk Grove Water District
Randy Marx, Fair Oaks Water District
Paul Schubert, Golden State Water Company
Robert Hunter, Orange Vale Water Company
Joe Duran, Orange Vale Water Company
Robert Dugan, Placer County Water Agency
Tom Henning, Rancho Murieta Community Services District
Kerry Schmitz, Sacramento County Water Agency
Kevin Thomas, Sacramento Suburban Water District
Dan York, Sacramento Suburban Water District
Dan Rich, San Juan Water District
Greg Zlotnick, San Juan Water District

RWA Associate Members

José Ramirez and Terri Mitchell, Sacramento Regional County Sanitation District ,
Brett Storey, Placer County, Ken Payne, El Dorado Water Agency, and Ansel
Lundberg, Sacramento Municipal Utility District

RWA Affiliate Members

Kelye McKinney, West Yost Associates, Vanessa Nishikawa, Stantec, Alan
Driscoll, Forsgren Associates, Inc., Paul Selsky, Brown and Caldwell and John
Woodling, GEI Consultants

Staff Members

Jim Peifer, Rob Swartz, Ryan Ojakian, Josette Reina-Luken, Amy Talbot, Cecilia Partridge, Monica Garcia and Ryan Bezerra, Legal Counsel

Others in Attendance:

Pam Tobin, Brett Ewart, Dave Underwood, Pauline Roccucci, Tom Nelson, Craig Locke, Andrew MacDonald, Paul Helliker, Brian Sanders, Ed Winkler, Tony Firenzi, Kathleen McPherson, Anne Sanger, Susan Talwar and Julie Freidman

2. PUBLIC COMMENT

None.

3. CONSENT CALENDAR

a. Minutes from the May 14, 2020 9 Regular Board meeting

Motion/Second/Carried (M/S/C) Mr. Greenwood moved, with a second by Mr. York, to approve the consent calendar item. Evan Jacobs, California American Water, Ron Greenwood, Carmichael Water District, Roy Riehle, Citrus Heights Water District, Marcus Yasutake, City of Folsom, Bruce Houdeheldt, City of Roseville, Michelle Carrey, City of Sacramento, Bill Roberts, City of West Sacramento, Diana Langley, City of Yuba City, John Lenahan, Del Paso Manor Water District, Michael Raffety, El Dorado Irrigation District, Tom Nelson, Elk Grove Water District, Randy Marx, Fair Oaks Water district, Paul Schubert, Golden State Water Company, Joe Duran, Orange Vale Water Company, Robert Dugan, Placer County Water Agency, Kerry Schmitz, Sacramento County and Dan York, Sacramento Suburban Water District voted yes. Greg Zlotnick, San Juan Water District abstained. The motion carried.

4. FILL VACANCY ON THE EXECUTIVE COMMITTEE

Mr. Peifer said that San Juan Water District has changed their current RWA representative from Marty Hanneman to Dan Rich. Mr. Hanneman is also an Executive Committee member. When there is a vacancy on the Executive Committee, the RWA policies outline the process for replacing that member and confirming the appointment through an election process.

Mr. Bezerra gave information on RWA Policy 200.3 that states when there is a vacancy on the Executive Committee there are two steps to complete. The agency that previously held the seat has the option to nominate a replacement, then there is a simple majority vote by the board of directors to confirm the nomination. If the seat is not filled on the first round, it is followed by the normal rules for electing members of the Executive Committee with multiple rounds as necessary. Policy 200.3 requires that at least two seats on the nine-member Executive Committee be filled by elected officials. Mr. Greenwood currently holds the other elected official

seat. With the departure of Mr. Hanneman, his seat must be filled by an elected official. Under Policy 200.3, you can have no more than one representative from any member agency on the Executive Committee.

Mr. Rich was given two minutes to give a presentation. He said that he started working with San Juan Water District six years ago, when there was a transition to new management within the district and a new comprehensive financial plan was being adopted to build up their reserves. He is an engineer and has been working in the water recycling aspect of water resources for almost 30 years. He has a degree in engineering from UC Davis.

To fill the vacancy on the RWA Executive Committee pursuant to Policy 200.3 Procedures for Selection of the Executive Committee, Mr. Bezerra requested each agency email their vote to him or Ms. Reina-Lukan.

Mr. Bezerra reported that the emailed votes were counted and they confirmed the election of Dan Rich as a member of the Executive Committee.

5. SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

Mr. Peifer said there is an action to approve a Memorandum of Understanding (MOU) between RWA, the Sacramento Groundwater Authority (SGA), and the Sacramento Central Groundwater Authority (SCGA). The three agencies are considering whether RWA staff can provide services to SCGA and what resources will be required in the future in terms of serving the three member agencies. The SCGA is interested in obtaining staffing services from RWA similar to how RWA provides staffing to SGA. The MOU states how an ad hoc committee would be constructed, identifies three members from each of the organizations to participate on the committee and identify proposed staffing services. The MOU identifies that there needs to be either a neutral or positive benefit to all members agencies as we proceed through the process. The committee will include the chair and vice chair and a member that is not on any of the other two organizations. Before we move forward, there needs to be a dialog about the issues we are trying to solve. The SCGA adopted the MOU at their last board meeting, the SGA approved the MOU at their board meeting and the Executive Committee recommended approval of the MOU to the RWA board.

John Woodling, SCGA Interim Executive Director, said that he discussed with Mr. Peifer the approach where each of the three authorities buy into the idea and come up with a scenario where there would be mutual benefit to everyone as the idea is pursued.

M/S/C Mr. Schubert moved, with a second by Mr. Dugan, to approve the Memorandum of Understanding. Evan Jacobs, California American Water, Ron Greenwood, Carmichael Water District, Roy Riehle, Citrus Heights Water District, Marcus Yasutake, City of Folsom, Bruce Houdeheldt, City of Roseville, Michelle Carrey, City of Sacramento, Bill Roberts, City of West Sacramento, Diana Langley, City of Yuba City, John

Lenahan, Del Paso Manor Water District, Michael Raffety, El Dorado Irrigation District, Tom Nelson, Elk Grove Water District, Randy Marx, Fair Oaks Water district, Paul Schubert, Golden State Water Company, Joe Duran, Orange Vale Water Company, Robert Dugan, Placer County Water Agency, Kerry Schmitz, Sacramento County, Dan York, Sacramento Suburban Water District and Dan Rich, San Juan Water District voted yes. The motion carried.

6. FEDERAL AFFAIRS STANDING COMMITTEE UPDATE

Mr. Bigley gave an overview of projects that the RWA Federal Standing Committee has developed. The committee is a diverse group made up of nine RWA member agencies including public utilities, investor owned utilities and water providers that are volunteering their time. The committee has focused their attention on the several recommendations that were provided to the RWA Board via memo in the fall of 2019. We are developing a venue where we can collaborate and coordinate on federal legislation and work on creating tangible results for the region. The committee has been engaged in developing a comprehensive infrastructure mapping tool spreadsheet that includes details of projects from the region. This tool can be used to create messages to audiences like federal and state agencies and congressional members and staff.

The committee has posted the tool, fact sheet, and additional information on the RWA website. The fact sheet summarizes information on potential investment opportunities, federal investment in infrastructure in the Sacramento region, and why it is important. Statistics are included relative to why the federal government should be involved in helping with economic recovery, including benefit to the federal government. We are trying to leverage RWA's proven record with respect to being a good steward of resources. A presentation has been developed to use with the Congressional delegation through virtual meetings with Congressional staff that talks about funding needs with respect to what we are looking for from a national perspective and the investment needed in California. There will likely be significant federal action related to COVID-19 economic recovery and the impacts on the economy and jobs nationwide. There are preliminary discussions in Washington, DC on this effort.

Mr. Peifer said that the presentation has resulted in positive conversations when used as the basis for briefing and educating Congressional offices. We are interested in making sure that our region has access to funding for our projects including reliability, resiliency, support for the groundwater bank, and support for member projects. RWA is prepared to take the lead on the discussion on water projects. Another resource included on the RWA website is a federal legislation tracker that was compiled by the Ferguson Group.

7. LEGISLATIVE AND REGULATORY UPDATE

Mr. Ojakian gave a summary of where the legislative process is with the disruption of COVID-19. The legislature will not be back in session next week and it is

unknown when they will reconvene. Even though the legislative session needs to end by August 31st, the legislature and Governor have some tools to utilize with a possibility to move policy after the end of August. There will likely be some revision to the budget that was passed by the legislature and signed by the governor. Staff are monitoring the safe drinking water bond and the funding source issue that will be addressed when the trailer bill is taken up. A resources bond was expected on the November ballot but that appears unlikely. Staff has been asked to participate in continuing conversations on environmental issues, supplier issues, and water interests.

8. 2020 GROUNDWATER SUBSTITUTION TRANSFERS

Mr. Swartz gave a PowerPoint presentation on the 2020 Pilot Groundwater Substitution Transfer that involves six agencies. There has been discussion on developing a water bank, which requires storage and recovery actions. An analysis was done with respect to what the region could do as part of the Regional Water Reliability Plan. When we refer to groundwater substitution transfers, what is really occurring is an agency with a surface water right is making a one-year temporary transfer of that surface water and is making up for it by using local groundwater. A total of 68 transfer wells are being used, with 25 additional monitoring wells. Each transfer well requires a dedicated monitoring well within two miles. We are required to monitor the groundwater elevations at every well, including transfer wells weekly. From an operational perspective, groundwater substitution transfers are not complicated. When we talk about a water bank, the key is to build system reliability which means that we are going to be moving water from distribution systems to neighboring distribution systems. When we do a groundwater substitution transfer, the six agencies are pumping groundwater from those distribution systems. When a transfer is made to make surface water available, an agency is required to show the state how much groundwater pumping over and above their baseline is available for transfer.

Mr. Swartz was asked to evaluate if it seems safe for Sacramento County Water Agency and Golden State Water Company to be extracting groundwater from the South American Subbasin. Data was collected from these agencies over the past decade to see what their past behaviors have been, so we would have a relative perspective about what it means for a Sacramento County Water Agency to extract an additional 1,500 acre feet in transfer and what that means for Golden State Water Company to extract an additional 2,500 acre feet over the full period of the transfer.

Mr. Peifer commented that Mr. Swartz and member agencies put in a lot of work into the water transfers this year, which strengthens our ability to conduct a future water bank. With the ability to engage member agencies, the RWA can create a water transfer that will help assure our future water reliability.

9. WATER LOSS REGULATION UPDATE

Ms. Talbot gave an update on the water loss regulation. The State Water Board updated their draft water loss regulation, economic models and regulation timeline in April 2020. Our region was strongly represented with the majority of RWA agencies submitting comment letters regarding the updated regulation. RWA submitted a letter on behalf of our region and was also a leader in drafting a coalition letter in partnership with CMUA, ACWA and CA NV AWWA.

Mr. Peifer, Mr. Ojakian and Ms. Talbot have been engaged in several outreach activities to communicate our water loss concerns and priorities to the state and water agencies. They have been trying to elevate the peer review recommendation to State Waterboard staff and board members. Having a peer review of the regulation has been one of the top priorities of numerous comment letters. A series of outreach materials to use to communicate to legislative staff, agency members and board members has been created.

A peer review needs to be initiated from the State Water Board staff to go through their standard process. The coalition provided the State Water Board members and staff with a list of agency peer review priorities, a sample of agency comment letters and suggestions for peer review subject matter experts in the areas of water loss, economics, and modeling.

The comment letters received by the State Water Board cannot be publicly posted on the State Water Board's website and have been updated to a CMUA's website for distribution. Contact Amy Talbot for the link. Mr. Bezerra commented that his understanding is that in 2018 the legislature passed a law that required state documents or documents on state websites be available for people with disabilities. The state has discovered that it is not possible to current framework to do that for things like submitted comment letters, water rights and hearing exhibits. Therefore, nothing can be posted online until the State meets certain accessibility standards.

Ms. Talbot commented that a separate RWA water distribution email list will be created to share water loss regulation updates for anyone who is interested in receiving information and materials.

Mr. Firenzi thanked Ms. Talbot for her technical support in preparation of a template comment letter to individual agency use. Ms. Talbot has been spearheading this effort and has made herself relevant in the process. This has been good for the water loss regulation and for increasing awareness of the RWA.

10. SACRAMENTO REGION WATER UTILITY COLLABORATION/INTEGRATION STUDY

Mr. York gave a Power Point presentation update on the Sacramento Region Water Utility Collaboration Integration Study. The study is an effort by a number of water agencies in the region to try to identify opportunities for collaboration and could be helpful for agencies that are interested in consolidation. Mr. York stated that the options will include a "do nothing" and keep going as normal, and option that would

increase inter-agency cooperation with a high-level focus on governance and organizational design. The third option would be considered organizational changes including consolidation of both agencies.

The agencies participating in the effort agreed to engage a consultant who had experience with this type of effort. Four consultants were interviewed by a group of general managers from each participating agency. Options for collaboration or integration are being evaluated as well as opportunities or challenges that would result from integration efforts. If the agency wants to delve further into the consolidation, there will be additional costs. Sacramento Suburban Water District has offered to be the lead for the study. A meeting is scheduled with the Ad Hoc Committee and the consultant to share updates.

Mr. Peifer thanked Mr. York for the presentation and the discussion regarding the goals of the study. Chair Schmitz suggested that as an organization, RWA is uniquely qualified to help if there are some joint activities that are identified by the various agencies through an RWA subscription program. Ms. Schmitz asked about the opportunities for RWA to have some input or a role in the study with some level of engagement. Mr. York said after consideration the committee should contact RWA because they could play a key role in this. Updates on the study will be given to the RWA Board as it progresses.

11. EXECUTIVE DIRECTOR'S REPORT

Mr. Peifer said that the COVID-19 crisis presents challenges and a very difficult time for everyone. He gave an update to the RWA Board saying that we were awarded a grant in the amount of about \$8.75 million from the Sacramento River funding area and the San Joaquin funding area. The grant will pay for a lot of projects within our membership. He thanked Ms. Talbot and Mr. Swartz for their work on putting the solicitation together and working with member agencies that engaged with us to identify projects needing funding. The Water Efficiency Program won an award for the most creative and effective efforts in campaigns and communications.

Mr. Peifer is scheduling listening sessions with each member agency. The sessions give him an opportunity to engage with the agency and learn what is important to the individual agency. He is available to give presentations to agencies to educate on the resources that RWA has to offer and the benefits with membership.

There have been discussions on the Materials Purchasing Program. Mr. York identified the idea to RWA that would be a similar program to the Chemical Purchasing Program. An Ad Hoc Committee has been formed that includes Brent Smith, Michelle Carrey, Dan York and Tony Barela. If anyone is interested in participating on the committee, they are asked to contact Mr. Peifer.

Mr. Peifer participated in a Public Policy Institute of California (PPIC) meeting recently with other representatives around the state to discuss CVP water transfers.

Mr. Peifer noted the article in the Board Package includes an article by Tom Gray in the Comstock magazine that gave his thoughts on what Fair Oaks Water District is doing and on the COVID-19 situation.

The Water Forum negotiations are moving forward with the educational phase in the future. There are going to be some presentations on foundational issues at negotiating steering committee meetings that everyone is invited to participate in. .

Mr. Peifer highlighted that Mr. Ojakian put a lot of work on the Safe Drinking Water Fund Expenditure Plan. Some of the recommendations made by RWA were adopted.

Mr. Peifer had told the Board that Pam Tobin, ACWA Vice Chair, formed "Pam's Pantry" meetings with RWA members. She uses the meetings to exchange ideas and asks for advice from the meeting participants. This is another example of the RWA members stepping in and helping our members become successful.

12. DIRECTORS' COMMENTS

Mr. Houdeheldt said that City of Roseville is in preparations for the future with groundwater recovery. He said that today's meeting was incredible and the tools and data dashboards are wonderful.

Ms. Rocci mentioned that at the last City of Roseville council meeting there were discussions that the council may become a member. This is another way to build relationships and an opportunity to all work together more cohesively.

Ms. Carrey gave kudos to the water transfer and the staff efforts that have gone into making that possible. She recognized Mr. Swartz and the RWA team that has worked on the water transfer efforts along with staff of the six agencies that are part of the water transfer program. Everyone came together to execute the documents and now we are implementing the water transfer that was just approved by the State agencies. One of the benefits from this effort is the strengthening of the partnerships and relationships between the agencies.

Mr. Raffety reported that El Dorado Irrigation District has a major project in progress with a new water intake at Folsom Lake. , New powerful pumps will be installed with stainless steel tubes and temperature control elements. Partial funding is being provided by the Bureau of Reclamation for the 18-month project.

Mr. Schubert also gave kudos to the water transfer and said he appreciates the leadership. The benefit of the RWA membership on this transfer alone paid back more than a decade of dues, showing the definite benefit of working with our partners.

Chair Schmitz said that Rio Linda/Elverta CWD decided to leave RWA. One of the things that this flagged is that RWA needs to make sure that we are focusing on the

needs of our small agencies. It is easy to focus on the needs and things that are valuable to our large agencies, but we need to include the small agency needs as well. She suggested an informal committee be formed to work on ways to make sure we are doing everything we can to meet the needs of the small agency as well as the medium and large agencies.

Mr. Dugan reported that the Operation Center staff for Placer County Water Agency are putting together a severe power outage plan. They are preparing and planning for five days without power, identifying what facilities are critical in Sacramento County, and what needs to be in place to get through such an event. He said that RWA has done fantastic work on the groundwater transfer. There is a lot of positive energy from RWA, staff, and member agencies who are contributing to make this happen.

Mr. York supported comments from Ms. Carrey and Mr. Schubert on the water transfer. This year has been difficult getting the process approved and the work to move the effort forward.

Mr. Rich thanked the member support in being confirmed to serve on the Executive Committee. He is looking forward to working with everyone.

Adjournment

With no further business to come before the Board, Chair Schmitz adjourned the meeting at 11:18 a.m.

By:

Chairperson

Attest:

Josette Reina-Lukan, Board Secretary / Treasurer



**Regional Water Authority
Executive Committee Meeting
Final Minutes
June 24, 2020**

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
Marty Hanneman, San Juan Water District

Staff Members

Jim Peifer, Rob Swartz, Ryan Ojakian, Josette Reina-Luken, Amy Talbot, Cecilia Partridge, Monica Garcia and Ryan Bezerra, legal counsel

Others in Attendance

Pam Tobin, Paul Helliher, Greg Zlotnick, Cathy Lee, Craig Locke, Dane Wadle, Brian Sanders, Tim Shaw and Robert Reisig

2. PUBLIC COMMENT

None.

3. CONSENT CALENDAR

Minutes of the May 27, 2020 Executive Committee meeting

Mr. Peifer said that the RWA received a request from Mr. Shaw, Rio Linda/Elverta CWD asking that some of the items in the Executive Director's Report in the minutes be stricken. The minutes reflect what Mr. Peifer said but he requested that a note be inserted in the minutes indicating that Mr. Shaw disagrees with the statements.

Mr. Yasutake noted that under item nine under director's comments WIND should be changed to WIIN.

Motion/Second Carried (M/S/C) Mr. Hanneman moved, with a second by Mr. Yasutake, to approve the May 27, 2020 Executive Committee meeting minutes with the suggested edits. 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, and Marty Hanneman, San Juan 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 we have been talking about Sacramento Central Groundwater Authority's (SCGA) interest in potentially having the RWA provide staffing services. A 2 x 3 has been formed including chairs and vice chairs of the RWA, Sacramento Groundwater Authority (SGA) and SCGA. One of the things that the committee thought would be appropriate was to have a memorandum of understanding (MOU) to guide the discussions and the intent going forward. If the MOU was approved, a 3x3 committee would be formed that would include one member of each authority who is not a member of the other two authorities. That person, along with the Chair and Vice Chair of the authorities would participate in the meetings and discussions that will include the Executive Director of the RWA/SGA and the SCGA Interim Executive director with additional staff from the authorities as needed. Discussions will include operational and administrative changes as well as governance changes that might be necessary for this to work. The MOU was adopted by the SGA.

Mr. Woodling confirmed that the SCGA took an action to appoint him as interim executive director. They are working towards the SCGA moving away from Sacramento County administration and form a relationship with RWA similar to what SGA has; they will be looking at the potential benefits for all three authorities working collaboratively. The vision is to put something together that integrates the management and administration under RWA and bring the 3 x 3 participants together to figure out the details going forward.

There was discussion on the possible benefits to each agency, the costs involved, and if additional staff or changes in staff will be necessary to provide the necessary support required by each agency. It was noted that this needs to be either neutral or positive to the RWA, SGA and SCGA.

M/S/C Mr. Bigley moved, with a second by Mr. Hanneman, to recommend board approval of the MOU. 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, and Marty Hanneman, San Juan Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

5. LEGISLATIVE/REGULATORY UPDATE

Mr. Ojakian, Legislative and Regulatory Affairs Manager reported that there are about a quarter of the number of bills typically seen at this time. There appears to be a budget agreement between the administration and the legislature which is a combination of what the legislature passed, a budget and what the governor may revise. Staff is watching what is happening with the bonds and the safe drinking water funding. The deadline is July 24th to have a bond measure passed to be put on the ballot. Staff will present updates as the legislature continues to deal with COVID-19 that has affected budget discussions.

6. FEDERAL AFFAIRS STANDING COMMITTEE UPDATE AND POSITION ON LEGISLATION

Mr. Bigley reported on Federal Affairs Standing Committee positions on legislation. The standing committee released an article regarding a list of some of our projects that was distributed to congressional offices. The first meeting with congressional staff is today regarding infrastructure and how infrastructure projects could beneficially impact recovery related to COVID-19. A presentation was developed by Christine Kohn and other resources to present at congressional briefings that will occur over the next couple of weeks. There is a map tool associated with infrastructure which is being refined to potentially post to the website. This is a great communication aid to show where those projects are located.

Mr. Wadle, Field Coordinator with California Special Districts Association, talked briefly about HR 7073. This is a bill that would allow, through future state stimulus measures that are passed, 5% to be allocated to special districts. The bill permits districts to be considered eligible issuers of the Federal Reserve Board's Liquidity Facility Program that was created as a tool to use some funds provided in the CARES Act regarding the purchase bonds and revenue anticipation notes for local governments and states. As special districts were left out of allocation in the CARES Act, HR 7073 is an attempt to remedy it.

Mr. Peifer said that there is a role within RWA for the Federal Affairs Committee as they do work for its members by aligning the region on federal issues with a consistent voice. The next steps for the committee are to organize efforts to reach out to members of congress and staff with a PowerPoint presentation highlighting the need to invest in our community as a way of moving the member projects forward for our reliability and efficiency. This is a means of educating the members of Congress on our needs, making the case of putting people back to work and why we are worthy of investment. These efforts have been in our strategic plan for years.

The Ferguson Group put together an RWA federal legislative tracker that identifies the bills that are of interest to the committee and the RWA. This will be a useful tool for member agencies and will be available on the RWA website. This might be something that general managers want to include in their board packages to help educate their board members.

Mr. Bigley said that the committee felt it was appropriate to recommend support of HR 7073 with a request that the RWA Executive Director develop a support letter to indicate RWA support for the bill.

M/S/C Mr. Greenwood moved, with a second by Mr. Yasutake, to adopt positions on legislation and support position on HR 7073. 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 ,and Marty Hanneman, San Juan Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

7. POTENTIAL MATERIAL PURCHASING PROGRAM

Mr. Peifer said that at the last Executive Committee meeting, Director York was suggested that RWA should consider a regional material purchasing program where member agencies could use their combined purchasing power to negotiate lower prices for materials. This is very similar to the chemical purchasing program that some RWA member agencies participated in. A regional material purchasing program could potentially benefit small and large agencies and the entire region. Similar programs have been vetted at the state and federal level and there are cooperative government purchasing contracts that are cost savers.

There was discussion in support of a regional material purchasing program with interest to discuss additional regional programs including fuel deliveries for generator services.

8. STRATEGIC PLAN

Mr. Peifer reported that we had a strategic planning session last Friday, with our next session scheduled for the following Friday from nine o'clock to noon, which focused on objectives. We were hoping to adopt the Strategic Plan at the July RWA Board meeting, but it appears that we will discuss this further at the July meeting. We expect to schedule the Strategic Plan for adoption at the September Board meeting. This is an important document that we need to spend adequate time on to make sure we have good input and discussion before finalizing.

9. RWA OFFICE OPERATIONS

Mr. Peifer reported that the RWA office is largely closed, with staff working remotely and only going in periodically when necessary to use resources and perform particular tasks. Mr. Peifer noted that some employees would like to work from the office occasionally and others are at higher risk and may want to continue to work from home. Mr. Peifer noted that from his personal perspective, there are distractions at home that are not experienced in the office. He requested input from the Executive Committee on a direction or plan to explore options for staff to safely return to the office.

There was discussion by different agencies on how they are integrating staff back into their offices and the safety measures they are employing. It is a judgment call on what is best for staff in the changing and challenging times when considering proper safety protocols. Although it varies for each agency and individual circumstances, it was noted that productivity has been as high working remotely as it was working in the office. Communication between employees can be more difficult through text and email than in person, but this may not change until after the COVID crisis is over. It was suggested that staff time in the office be staggered on a case by case basis while encouraging employees who are productive working remotely to continue to do so. It was suggested that for employees working remotely that equipment be provided to make the work space as ergonomically fit as possible.

Mr. Bezerra said that we need to pay attention to changing law regarding workers' compensation. We currently have a Governor's Executive Order that says if anyone does any work in the office and then comes down with COVID in the next 14 days, it is presumed to be related to work.

Mr. Hanneman left the meeting.

10. RWA JULY 9, 2020 BOARD MEETING AGENDA

After discussion it was suggested that the Strategic Plan update be moved to the Executive Director's report and a Sacramento Region Water Utility Collaboration/Integration Study presentation by Dan York be added to the agenda.

M/S/C Mr. Schubert moved, with a second by Mr. Bigley, to approve the July 9, 2020 board meeting agenda with the suggestions. 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, and Dan York, Sacramento Suburban Water District voted yes. The motion carried by the unanimous voice vote of all directors present.

11. EXECUTIVE DIRECTOR'S REPORT

Mr. Peifer participated in a Public Policy Institute of California meeting to discuss Central Valley project (CVP) Water Transfers. PPIC's goal for the meeting was to learn from Central Valley Project stakeholders about their experience with CVP trading and banking approval processes, including the updated 2019 CVP groundwater banking guidelines.

The Water Forum has begun the process of renegotiating the Water Forum agreement. The primary negotiating steering committee (NSC) members include Paul Shubert (Golden State Water Company), Dan York (Sacramento Suburban Water District), Darin Reintjes (Placer County Water Agency), Greg Zlotnick (San Juan Water District) and Jim Peifer (RWA) for the water caucus. Public caucus members include Kerry Schmitz (Sacramento County) and Bill Busath (City of Sacramento). Updates are provided periodically to the Water Caucus and Public Caucus meetings.

The initial meeting was held on April 14th where the negotiation ground rules, scope of the agreement, and negotiating structure/framework was discussed. The second Negotiating Steering Committee (NSC) meeting was held on May 21st. The Public and Water Caucus presented and discussed its interests and revisions to the negotiating framework to the NSC members. At the June 18th meeting, the Environmental Caucus presented its interests to the NSC. I have been requested to work with Tom Gohring along with one or two members of the Environmental Caucus and perhaps one additional member of the Water and Public Caucus to define the initial work groups.

RWA staff continues to advocate for changes in the Water Loss Regulation setting process. Amy Talbot has made presentations to the ACWA Water Loss subcommittee, California Municipal Utilities Association and American Water Works

Association (CA NV Section) on the Water Loss Regulation Comment Letter. Ryan Ojakian and Jim Peifer have met with Cindy Tuck, Kris Anderson and Chelsea Haines with ACWA to coordinate on policy advocacy.

12. DIRECTORS' COMMENTS

Mr. Greenwood said that Carmichael Water District is replacing one of their water tanks, redirecting some of their main water lines, and working on beautification of the downtown Carmichael area. Staff has been working to facilitate an upcoming water transfer by selling surface water in return for groundwater.

Mr. Yasutake reported that one of the City of Folsom's city council members resigned. The City Council appointed new Council member Andy Morin to serve for the remainder of the previous Council member's term.

Mr. Bigley said that the City of Roseville is working on storage and recovery wells within the city's groundwater program. They have secured the land necessary for the facilities. In the fall, they will begin to drill monitoring wells to determine feasibility in those areas.

Ms. Carrey gave an update on the City of Sacramento's 2020 groundwater substitution transfer. The City Council approved the agreements and the buy/sell water transfer agreement. They expect to have the appropriate documents executed by the end of this week and will be ready for the water transfer to start in July.

Mr. Shubert said that Golden State Water has a new well in their system that is going online. He thanked Mr. Swartz for his guidance through the water transfer process.

Mr. Smith said that Placer County Water Agency received word that they are now the proud owner of a 40-year operating license for the Middle Fork American River Project. There are a lot of license conditions that need to be implemented and they will be moving forward right away.

Chair Schmitz said that she met with Tim Shaw and Chris Gifford from Rio Linda/Elverta Water District along with Mr. Greenwood to discuss their thoughts about RWA and to find out if there are ways we could be doing better. It seems that they are looking for more collaboration and opportunities for partnerships recognizing the small agencies as well as the larger agencies. She suggested we find productive ways to improve the value of RWA and benefit to the smaller agencies.

Mr. York thanked everyone for their assistance and efforts on the water transfers.

ADJOURNMENT

Chair Schmitz adjourned the meeting at 10:26 a.m.

By:

Chairperson

Attest:

Josette Reina-Luken, Board Secretary / Treasurer



**Regional Water Authority
Executive Committee Meeting
Draft Minutes
July 22, 2020**

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 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:

Chairperson

Attest:

Josette Reina-Luken, Board Secretary / Treasurer

AGENDA ITEM 3d: AMEND RWA PERSONNEL RULES (POLICY 400.1)

BACKGROUND:

Section 805 of Policy 400.1 (RWA Personnel Rules) identifies the holidays that the RWA observes and provides for its employees. This item proposes that the second Monday in October, known as Columbus Day, be removed and the third Monday in January, known as Martin King Luther, Jr. Day, be added. The proposed change would go into effect on January 1, 2021. The Executive Committee considered this item at its July 22nd meeting and recommended approval by the RWA Board. The proposed text change to section 805 is presented below:

805. HOLIDAYS

The Authority will designate specific days as Authority paid holidays. All regular Authority employees shall be entitled to the following paid holidays, which shall be credited or charged at the rate of eight (8) hours per holiday.

- January 1, New Year's Day
- Third Monday in January
- President's Day (3rd Monday in February)
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- ~~Second Monday in October~~
- November 11, Veterans' Day
- November, Thursday designated as Thanksgiving Day
- November, Day after Thanksgiving Day
- December 24, commonly called Christmas Eve
- December 25, commonly called Christmas

The following provisions for administration of paid holidays will apply to all regular employees:

- A. Holidays are considered eight (8) hours and four (4) hours as noted in this Section.
- B. A new employee whose first working day is the day after a paid holiday will not be paid for that holiday.
- C. An employee who is terminating his/her employment and whose last day as a paid employee is the day before a holiday will not be paid for that holiday.
- D. Holidays with pay will be provided for the first 30 consecutive calendar days of any leave with pay. An employee who is on leave of absence without pay, or after the first 30 consecutive days of any leave with pay, will not be paid for that holiday.

- E. In the event a holiday falls upon a Sunday, the following Monday will be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday will be deemed to be the legal holiday.
- F. If a legal holiday occurs during a vacation period, the day will not be charged to vacation leave, but will be charged as a holiday.
- G. The Authority may, at its discretion, require an employee to work on a scheduled holiday and provide pay in lieu of time off. Any regular non-exempt employee who is required to work on an Authority holiday will be compensated at the rate of one and one-half times the employee's regular rate of pay. Exempt employees required to work on an Authority holiday will not receive additional compensation.
- H. When a regular day off of any regular employee whose work schedule is other than Monday through Friday falls on a holiday, then, at the Executive Director's discretion, the employee will be provided with (1) a day off with pay on the day preceding or succeeding the holiday, or (2) eight hours of compensatory time off.

EXECUTIVE COMMITTEE RECOMMENDATION:

Action: Approve Amendments to RWA Personnel Rules (Policy 400.1) effective January 1, 2021

AGENDA ITEM 4: MAJOR PROJECTS AND RESILIENCE MANAGER SUBSCRIPTION PROGRAMS

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. Staff is proposing that a new 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 fund a new RWA staff position. Half of the employee's time will be spent coordinating and managing the region's 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 also 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 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 participating agencies, with significant involvement 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 Executive Committee considered this item at its August 26th meeting and recommended advancing the Program Agreements to the RWA Board for consideration. The enclosed draft agreements are substantially complete, but further changes may be made and a revised version may be presented to the Board.

Discussion: Jim Peifer, Executive Director

Action: Recommend Approval of the Program Agreements

Attachments:

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

Draft Agreement – Subject to Further Refinement

Draft Version 5.0

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:

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 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. RWA will hire an employee 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 RWA 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 and by facsimile or PDF signatures, 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)

City of Folsom
City of Roseville
Golden State Water Company
El Dorado Irrigation District
Placer County Water Agency
Sacramento County Water Agency
El Dorado Water Agency

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.

Proposed Fee Table

Agency	Not-to-Exceed Fee
City of Roseville	\$ 24,000
City of Sacramento	\$ 24,000
El Dorado Irrigation District	\$ 24,000
Golden State Water Company	\$ 24,000
Placer County Water Agency	\$ 24,000
Sacramento County Water Agency	\$ 24,000
El Dorado Water Agency	\$ 24,000
Total	\$ 168,000

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

WATER RESILIENCE PROGRAM

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

El Dorado Water Agency
Attn: Ken Payne
4330 Golden Center Drive, Suite C
Placerville, CA 95667
Phone: (530) 621-5392
Fax: (530) 672-6721
Email: ken.payne@edcgov.us

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

Draft Agreement – Subject to Further Refinement

Draft Version 5.1

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 (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 Program will help support member agency efforts to jointly and cooperatively participate in various regulatory and administrative processes, including processes like the Bay Delta Water Quality Control Plan and other environmental and regulatory matters that affect the surface water supplies in the region. Through the 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 4 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 two thirds majority of the number present required for an affirmative vote.

5. Program Staffing and Resources. The program will involve the hiring of an employee by RWA 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 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 as part of the program, 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 as approved by the Program Committee; 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 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 two thirds 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 and expenses incurred under this Agreement shall be separately accounted for and maintained, with books and records of such funding and expenses 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 and by facsimile or PDF signatures, 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 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

Agency	Not-to-Exceed Fee
Carmichael Water District	\$ 6,500.00
City of Folsom	\$ 18,812.50
City of Roseville	\$ 18,812.50
City of Sacramento	\$ 18,812.50
El Dorado Irrigation District	\$ 18,812.50
Golden State Water Company	\$ 11,000.00
Placer County Water Agency	\$ 18,812.50
Sacramento County Water Agency	\$ 18,812.50
Sacramento Suburban Water District	\$ 18,812.50
San Juan Water District	\$ 18,812.50
Total	\$ 168,000.00

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

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
Fax: (916) 967-7322
Email: jpeifer@rwah2o.or

AGENDA ITEM 5: 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 Communications was the preferred consultant. The evaluation team recommended IN Communications as the preferred

contractor. The Executive Committee considered this item at its August 26th meeting and recommended approval by the RWA Board. A summary of IN Communications and RSE rates and a draft Master Services Agreement with IN Communications is below.

EXECUTIVE COMMITTEE RECOMMENDATION:

Discussion: Amy Talbot, Senior Project Manager

Action: Approve the Executive Director entering into a Master Services Agreement with IN Communications

Attachments:

1. Billing Rate Received during RFP Process
2. Proposed RWA Service Agreement with 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

JOB TITLE	PERSONNEL NAME	\$/HOUR
Principal	Scott Rose	\$272
Sr. Account Manager	Allie Delehart	\$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 by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Authority shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Authority for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by Authority upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Authority based on the above fee and payment provisions. Compensation under this subsection shall

not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

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

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

6. Contractor Records.

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

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

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Authority ("Work Product") shall be the property of Authority, and Authority shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Authority's prior written approval, unless compelled to do

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

8. Confidentiality of Information.

a. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Authority or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Authority. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Authority. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

b. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Authority or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Authority policies and directives, and best industry security practices and standards.

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

Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

- e. 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:

Type	Limits	Scope
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

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

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

b. Proof of Insurance. Upon request, Contractor shall provide to Authority the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b)

endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

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

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

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

15. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

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

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

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

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

Authority:	Contractor:
Regional Water Authority	IN Communications
Attn: James Peifer	Attn: Christine Kohn
5620 Birdcage Street, Suite 180	3341 Edgar Lane
Citrus Heights, CA 95610	Carmichael, CA 95608
E-mail: jpeifer@rwah2o.org	E-mail: 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.

REGIONAL WATER AUTHORITY:

Dated: _____

By: _____

James Peifer
Executive Director

IN Communications:

Dated: _____

By: _____

Christine Kohn
Principal

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

AGENDA ITEM 6: FEDERAL AFFAIRS STANDING COMMITTEE UPDATE

BACKGROUND:

The purpose of this item is to provide the Board an update on Federal Affairs Activities. The Federal Affairs Standing Committee.

The Committee met on July 15th and August 19th. Major activities of the Committee are:

- Directing the Executive Director to send letters in support of WIIN Act funding for the Sacramento Regional Water Bank,
- Directing the Executive Director to send a letter in support of legislation for “The Snow Water Supply Forecasting Program Authorization Act”
- Meeting congressional offices to update the members or their staff on our funding needs and status of the Water Bank
- Beginning an initiative that builds the support from elected officials in the region for our collective needs at the State and Federal levels.

Information Update: Sean Bigley, Federal Affairs Standing Committee Chair

Attachments:

1. Letter for Supporting Changes to H.R. 7617 that Advance Water Storage Projects

July 27, 2020



Kerry Schmitz, Chair
Sean Bigley, Vice Chair

Members

California American Water
Carmichael Water District
Citrus Heights Water District

Del Paso Manor Water
District

El Dorado Irrigation District

Elk Grove Water District

Fair Oaks Water District

Folsom, City of

Golden State Water
Company

Lincoln, City of

Orange Vale Water Company

Placer County Water Agency

Rancho Murieta Community
Services District

Roseville, City of

Sacramento, City of

Sacramento County Water
Agency

Sacramento Suburban Water
District

San Juan Water District

West Sacramento, City of

Yuba City, City of

Associates

County of Placer

El Dorado County Water
Agency

Sacramento Area Flood
Control Agency

Sacramento Municipal Utility
District

Sacramento Regional County
Sanitation District

The Honorable Nita M. Lowey
Chair
House Committee on Appropriations
Washington, DC 20515

The Honorable Marcy Kaptur
Chair
House Subcommittee on Energy & Water
Development Appropriations
Washington, DC 20515

The Honorable Kay Granger
Ranking Member
House Committee on Appropriations
Washington, DC 20515

The Honorable Mike Simpson
Ranking Member
House Subcommittee on Energy & W.
Development Appropriations
Washington, DC 20515

Re: Support for Changes to H.R. 7617 that Advance Water Storage Projects

Dear Chair Lowey, Ranking Member Granger, Chair Kaptur, and Ranking Member Simpson,

On behalf of the Regional Water Authority (RWA), I write in support of changes to H.R. 7617 that clarify that the much delayed funding of water supply projects will proceed with certainty in fiscal year 2021.

RWA is a joint power agency representing 20 public water suppliers in the greater Sacramento, CA region that combined serves drinking water to 2 million people. Our mission is to protect and enhance the reliability, availability, affordability and quality of water resources for our members.

On June 22, 2020, Assistant Secretary for Water and Power Timothy Petty transmitted the Department of the Interior's water supply storage project funding recommendations to the House and Senate Committee on Appropriations for fiscal year 2021 as required under the Water Infrastructure Improvements for the Nation Act (WIIN), Section 4007. The recommendations included the Sacramento Regional Water Bank. This water storage project will leverage the region's water resources and ensure a sustainable and environmentally protective approach to improve water reliability for the entire Sacramento region.

RWA is concerned that H.R. 7617's current language will prohibit the obligation of funding recommended by the Department of the Interior. The language is included on page 212 under the section 4007 provision and states "*Provided further, That no funds may be obligated or expended for the projects specified in the preceding proviso until the Secretary of the Interior transmits recommendations to Congress for projects authorized under sections 4009(a) and 4009(c) of the Water Infrastructure Improvements for the Nation Act (Public Law 114–322) and the Congress enacts a subsequent appropriations act making appropriations for energy and water development.*"

Letter to Chair Lowey, Ranking Member Granger, Chair Kaptur, and Ranking Member Simpson
RE: Support for Changes to H.R. 7617 that Advance Water Storage Projects
Page two of two

RWA believes the bill language imposes a new and unrelated criterion on the award of federal assistance that will only serve to delay funding to the detriment of recommend projects, like the Sacramento Regional Water Bank, for reasons wholly unrelated to them.

The Sacramento Regional Water Bank is an innovative groundwater storage program that will allow the region to sustainably increase its use of groundwater as a local water source during dry periods, allowing reduced surface water diversions to help meet local needs. The Water Bank has been identified as a primary resiliency investment to adapt to climate change through many years of inclusive regional planning by local stakeholders. The Water Bank continues the region's commitment to the principles of the Sacramento Water Forum, a diverse, multi-stakeholder regional organization established more than two decades ago to promote and implement sustainable water management practices such as conjunctive use that balance water supply needs and the environmental health of the lower American River. In addition, the region's location north of the Sacramento-San Joaquin Delta could leverage the Water Bank by providing potential opportunities to collaborate and develop solutions to benefit the environment and communities downstream after local needs are met.

We urge your support of changes to the Energy and Water Development title of H.R. 7617 to ensure timely construction of sustainable storage projects, like the Sacramento Regional Water Bank, that will help our region and others throughout the west improve drought resiliency.

Sincerely,



James Peifer
Executive Director

AGENDA ITEM 7: LEGISLATIVE AND REGULATORY UPDATE

BACKGROUND:

The Legislative session ended shortly after midnight on August 31st. The legislature sent approximately 300 bills to the Governor that must be acted on by September 30th. This is approximately one quarter of the number of bills that typically make it to the Governor. Of the bills RWA was tracking this session 9 are currently on the Governor's desk. RWA does not have an oppose position on any of those 9 bills. However, two bills SB 1159 (Hill) on workers compensation and AB 685 (Reyes) on notification related to COVID cases remain of interest.

The Legislature failed to act on any economic stimulus, though the ability to advance tax receipts to potentially be used for economic stimulus will be studied. Notably several attempts to fund wildfire response failed in the final days of session.

It is likely that the subject of economic stimulus and wildfire will be taken up again in the next Legislative session which will convene on December 7th. In advance of next Legislative session ACWA will be accepting legislative proposals by October 2nd for consideration later in October.

On the regulatory side of things, the Water Board is moving forward with developing a needs assessment for safe drinking water that includes evaluation of "at risk" systems. The Water Board is also developing new questions related to water affordability to be part of the 2020 eAR. Comment on the eAR questions are due by September 16th. Lastly, DWR has released the draft 2020 Urban Water Management Guidebook. Comments on the draft Guidebook are due September 21st.

Information Presentation: Ryan Ojakian, Legislative and Regulatory Affairs Manager

AGENDA ITEM 8: EXECUTIVE DIRECTOR'S REPORT

SEPTEMBER 10, 2020

TO: REGIONAL WATER AUTHORITY BOARD

FROM: JIM PEIFER

RE: EXECUTIVE DIRECTOR'S REPORT

a. Strategic Plan Update – The Board adopted the contents of the Strategic Plan at the Board Workshops in June, and July. Attached are the Mission, Vision, Values, Goals and Objectives. IN Communications is preparing the Strategic Plan brochure. I anticipate the brochure will be complete by the November Board Meeting.

b. Grants Update – Staff is currently managing five grants totaling \$21.3 million (see enclosed table). During the period, the California Department of Water Resources (DWR) accepted the final report for the 2011 \$16 million Integrated Regional Water Management Implementation Grant and has released retention on that award.

Staff is working with DWR on the funding agreement to accept the \$8.74 million Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant awarded in June 2020. The grant will help fund a suite of 11 projects submitted by RWA that support the American River Basin IRWM Plan that was adopted by RWA in July 2018.

c. Sacramento Regional Water Bank – The Water Bank, Phase 1 Program Committee will meet on September 16th. The committee will review any remaining Phase 1 work and continue discussion of a scope, budget, and funding for Phase 2 work. One of the known tasks for Phase 2 is to complete surface water operations modeling to avoid impacts to state and federal water operations when storage is occurring in the Water Bank. RWA secured funding for that analysis in 2019 through the Bureau of Reclamation's Water Management Options Pilot (WMOP) funding program. RWA signed the Memorandum of Agreement with Reclamation on August 31st to accept the funding assistance, and the fully executed agreement is expected to be returned from Reclamation within the next few days.

d. Water Forum Negotiations – Several presentations have been made to educate the Water Forum participants, including presentations on Groundwater, Fisheries, Climate Change, Water Use Efficiency and Urban Water Management Planning. Work is currently centered around defining the problems. Two workgroups have been established: Habitat and Public Caucus. The Public Caucus workgroup is focusing on diversifying representation in the Public Caucus.

e. RWA Outreach – Rob Swartz will serve on a panel for a webinar co-hosted by the Maven's Notebook on the value of successful collaborations between Groundwater Sustainability Agencies (GSAs) implementing the Sustainable Groundwater

Management Act and Regional Water Management Groups (RWMG) responsible for Integrated Regional Water Management Plans on September 23rd. Mr. Swartz was invited because of unique experience representing an RWMG through his position at the RWA and a GSA through his position at the Sacramento Groundwater Authority.

Mr. Peifer participated in a meeting with the Department of Water Resources, Reclamation, and NCWA to discuss process improvements with Water Transfers.

Mr. Peifer has presented to the Placer County Water Agency Board on the Strategic Plan and RWA initiatives on August 6th. Mr. Peifer will be presenting to the Georgetown Divide Public Utilities District board on September 8th to discuss RWA initiatives and membership.

Mr. Peifer was interviewed by Ezra David Romero from Capital Public Radio on July 21st on the State's Resilience Portfolio. The interview led to Mr. Romero mentioning the Water Bank as a critical component for the region to adapt to climate change.

- f. **3x3 SCGA Committee** – The 3x3 committee met on August 19th. 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 on October 9th to review and discuss the staffing model.
- g. **Widespread Power Outage Planning** – Chair Schmitz scheduled a meeting with Mr. Peifer, Ms. Mary Jo Flynn-Nevins, Emergency Operations Coordinator for Sacramento County and Sacramento County's consultants to discuss a widespread power outage lasting longer than seven days. Ms. Flynn-Nevins is interested in knowing how water agencies would organize and coordinate if a widespread long-lasting power outage were to occur and how they would coordinate with Sacramento County's Emergency Operations Center. This is a matter that should get some attention by the RWA. Ms. Flynn-Nevins discussed the potential for the region to obtain a Hazard Mitigation Planning Grant through FEMA's Building Resilient Infrastructure and Communities (BRIC) program that would allow the region's water agencies to respond to a widespread power outage. Ms. Flynn-Nevins noted that such a grant could include the water agencies from several counties. An outstanding question from the discussion: How should water agencies coordinate and be represented at the emergency operations center during a widespread power outage emergency? Another question: Would the water agencies in the region be prepared for such a crisis?
- h. **Newsletter** – The September RWA newsletter is attached.
- i. **Financial Reports** – Unaudited RWA financial reporting through June 30, 2020 is enclosed.

Attachments

1. Strategic Plan Mission, Vision, Values, Goals and Objectives
2. Grant Status Table
3. RWA September Newsletter
4. Financial Reports

**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 *Supersheds* approach to be resilient to fire, flood, and drought, and which serves our region and creates value to the state.

Regional Water Authority Status of Grant Awards

September 2020

	Prop 84 2014 Drought Grant	Prop 84 2015 Implementation Grant	USBR CalFed 2018 Meter Grant (1)	USBR 2018 Drought Resiliency Grant (2)	Prop 1 IRWM Grant	Total
Awarding Agency	DWR	DWR	USBR	USBR	DWR	
Award/Effective Date	1/17/2014	1/13/2016	9/21/2018	9/17/2019	6/26/2020	
Completion Date	6/30/2021	6/30/2021	3/31/2021	12/31/2020	6/30/2022	
Grant Award Amount	\$9,765,000	\$1,757,000	\$750,000	\$300,000	\$8,749,750	\$21,321,750
Reimbursement Requests Currently Being Reviewed	\$0	\$71,919	\$0	\$0	\$0	\$71,919
Reimbursements Received During Previous Quarter	\$0	\$79,088	\$0	\$0	\$0	\$79,088
Reimbursements Paid to Date	\$8,101,848	\$804,914	\$279,000	\$0	\$0	\$9,185,762
Grant Award Outstanding	\$1,663,152	\$880,167	\$471,000	\$300,000	\$8,749,750	\$12,064,069

(1) Awarded to Sacramento Suburban WD on behalf of the region. RWA developed the application and is managing the grant.

(2) Awarded to San Juan WD and includes Sacramento County WA as subrecipient. RWA developed application and is managing grant.

September 2020

MISSION

To serve and represent regional water supply interests and assist Regional Water Authority members with protecting and enhancing the reliability, availability, affordability and quality of water resources.

Water Forum
20th Anniversary
VIRTUAL Symposium
and Reception



Addressing Climate Impacts on the Sacramento Region's Water Supplies and Environment

**Wednesday, October 14, 2020,
1:00 p.m. to 5:00 p.m.**

Featuring Lieutenant Governor Eleni Kounalakis—invited—who was instrumental in the Water Forum's formation two decades ago through her active leadership and facilitative role in the negotiations of the historic Agreement.

Learn more and register at
<http://ow.ly/CFxa50AQBFG>

RWA Operations and Meetings During the Emergency

RWA staff members are continuing to work remotely and are available by e-mail or cell phone during the COVID-19 emergency.

RWA Board and Executive Committee meetings are scheduled to be held via teleconference or webinar at their regularly scheduled time until further notice. Board meetings occur on the second Thursday of every-other month at 9 a.m. Executive Committee meetings are held monthly, beginning at 8:30 a.m. on the fourth Wednesday.

You can find meeting dates, times, and access information at rwah2o.org.

Building Alliances in Northern California



RWA Awarded \$8.74 Million for Climate Resiliency Projects

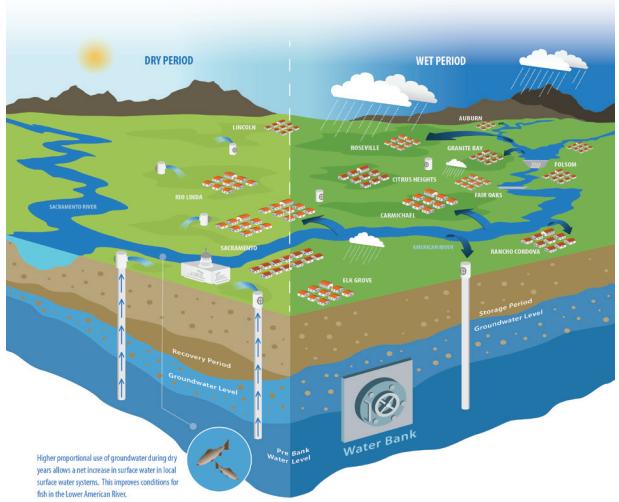
The Regional Water Authority has been awarded \$8.74 million in state grants to advance 11 projects to build water reliability in the Sacramento region, the California Department of Water Resources (DWR) has announced.

Part of DWR's Proposition 1 Integrated Regional Water Management Implementation Grant Program, funding will be used for conjunctive use facilities such as groundwater wells, transmission mains, and pumping facilities, as well as water use efficiency measures such as home leak detection and repair programs, residential irrigation and landscape rebates, and expanded public outreach efforts.

"We appreciate DWR's partnership in helping to advance water resiliency in the Sacramento region," said Jim Peifer, executive director for the Regional Water Authority and Sacramento Groundwater Authority. "Our portfolio of climate resiliency projects re-imagines how water should be managed from its mountain origins to the groundwater basin below the region's urban core. With a holistic approach, and working in partnership as a region and with the state, climate challenges can be solved."



Interior Recommends \$870,000 in WIIN Act Funding for Water Bank



The U.S. Department of the Interior (DOI) is recommending that Congress allocate up to \$870,000 in fiscal year 2021 funding to advance one of RWA's top priorities, the Sacramento Regional Water Bank. The federal contribution covers 25 percent of a cost share with the region.

In a letter submitted to Congress in June, DOI recommended that Congress invest in the Water Bank through the Water Infrastructure Investment for the Nation Act (WIIN Act), passed by Congress and signed into law by President Obama in 2016. The act provides federal grant funding for projects that promote water storage and supply, improve waterways, and advance drinking water infrastructure.

DOI's funding recommendation is currently included in the FY21 budget passed the U.S. House of Representatives, and is awaiting action in the Senate. Each year, Congress is required to pass a

budget by October 1 for the next fiscal year. However, it is widely anticipated that Congress will delay this task until after the November election this year, instead passing a continuing resolution to continue federal government funding at current levels.

The RWA is continuing to monitor developments closely and advocate for WIIN Act funding for the Water Bank in the FY21 budget process as the legislation moves forward.

RWA Hosts Third COVID-19 Response Briefing



The RWA in August hosted the third in a series of meetings intended to assist local water providers in responding to the COVID-19 emergency. Since March, the RWA has hosted three briefings for members to facilitate the sharing of best practices and to help troubleshoot real and emerging challenges with the COVID-19 response.

The first briefing, a roundtable discussion in late March, explored how each water provider was responding to the emergency. During RWA's second briefing in early June, as statewide COVID-19 cases began to subside, members discussed triggers and plans for safely bringing employees back into the office, as well as guidance for reopening local office buildings that had been closed because of the stay-at-home order.

RWA's most recent briefing in August, explored the potential road ahead, including the outlook for continued COVID-19 operations into the winter months; avenues for COVID-19 testing for employees; and best practices for communication with employees and customers. To this end, the RWA also initiated and is analyzing results of a new member survey to help uncover and quantify the impacts of the emergency on local water providers as a way to identify regional trends and prepare to advocate for needed financial or other assistance.

Water Providers Move Forward with 2020 Pilot Groundwater Substitution Transfer

Local water providers are conducting a pilot project to test the region's ability to make water available in a way that benefits both local ratepayers and the environment. The current transfer is providing much-needed water to farmers in the Central Valley.

Water transfers occur in dry years across the state between willing sellers who have legal rights to a supply of water to an interested buyer in need. They are viewed as key to meeting the state's water needs during drought because of their potential to move water to places of critical need. In the Sacramento region, water transfers are one part of a long-term plan and portfolio of projects designed to increase the reliability of our water supplies, protect our local environment and address the projected impacts of climate change.

The 2020 pilot transfer is utilizing 68 groundwater wells and three interties among six participating water providers. Instead of drawing surface water from lakes and rivers, participating water providers are using more groundwater for a brief period of time. This frees up surface water to flow from our region into the Delta and to transfer recipients. The 2020 pilot transfer is slated to occur through September with an option to add October and November. RWA is monitoring groundwater levels



at participating wells on a weekly basis through March 2021 to ensure the transfer is sustainable and does not negatively impact the basin.

Pilot transfer participants include Golden State Water Company, Carmichael Water District, Fair Oaks Water District, the City of Sacramento, Sacramento Suburban Water District, and Sacramento County Water Agency.



Strategic Plan 2025+ Completed

RWA in August finalized its work to update Strategic Plan 2025+ to guide the organization over the next five years. During virtual workshops in June, July and August, Board members solidified and adopted RWA's mission, vision, values, and goals and identified specific objectives to pursue through the year 2025.

A greater emphasis on communications emerged as a key goal within the plan with objectives focused on three main areas: providing a forum for education, discussion, and outreach on water issues affecting the region; with one voice, raising RWA's profile and credibility through outreach efforts to targeted audiences; and developing and maintaining strategic partnerships to advance RWA interests.

Other goals in the plan aim to continuously improve regional water management planning that is comprehensive in scope and guides effective water resources management in the region; lead successful water management strategies and related programs on behalf of the region; and represent regional needs and member concerns to positively influence legislative and regulatory policies and actions.

RWA and Sacramento Central Groundwater Authority Collaboration Discussions Move to Next Phase



The RWA and Sacramento Central Groundwater Authority (SCGA) are moving into the next phase of discussions focused on the potential benefits of having SCGA move under the administrative management of the RWA in an arrangement that would be similar to the Sacramento Groundwater Authority's (SGA) staffing.

SCGA, which is currently administered by Sacramento County, is charged with overseeing the sustainability of the South American Subbasin, located south of the lower American River in the Central portion of Sacramento County. The subbasin includes portions of the

cities of Sacramento, Rancho Cordova, Elk Grove, and Folsom. The SCGA Board includes several water providers that are also members of the RWA and SGA. These include California American Water, cities of Folsom and Sacramento, Golden State Water Company, and Sacramento County Water Agency.

The three organizations recently agreed to move forward with discussions via a new committee that includes representatives from RWA, SGA and SCGA. Guided by a nonbinding memorandum of understanding, committee members are exploring the potential benefits from collaboration for all three organizations, as well as costs involved, needed staff support, and governance changes necessary for success.

Water Providers Consider New Meter Collaborative

Local water providers are considering opportunities to maximize their purchase power and information sharing in a new "Meter Consortium and Planning Study," spearheaded by Citrus Heights Water District.

The study explores potential economies of scale, cost savings and other benefits for agencies and ratepayers through collectively planning and purchasing water meter technology; sharing information about meter performance; joint contracting meter installation; developing consistent meter testing protocols and other actions. Ultimately, the study could lead to a new RWA Meter Collaborative subscription program.

Study participants include the cities of Folsom and Sacramento, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, Carmichael Water District, Orange Vale Water Company, RWA, Fair Oaks Water District, Citrus Heights Water District, and San Juan Water District.



Region Welcomes Two New General Managers

Cathy Lee, Carmichael Water District: Lee has 20 years of experience in utility operations for municipal and agricultural water suppliers. Her roles have included engineering, regulatory compliance, operation and maintenance, safety, and fiscal planning. Her background includes long-range water supply planning, groundwater management, water distribution owner/operator, and wastewater treatment plant operations. Lee holds a master's degree in civil engineering and is a California registered civil engineer.

Tom Hennig, Rancho Murrieta Community Services District: Hennig served as Rancho Murrieta CSD's Director of Finance since November 2018, guiding the District to more robust financial systems and enhanced cybersecurity, before becoming General Manager in June 2020. He is a dedicated public servant, who has had a diverse career, leading departments at San Joaquin County and the City of Stockton.



Stakeholder and Public Outreach

ACWA Virtual Conference Presentations

Local water providers were featured during two sessions during ACWA's virtual conference July 29-30.

- **Adapting to Flood, Fire and Drought: A Case Study of the American River Basin** explored the experience of the American River region in evaluating climate impacts on their watershed in a new cutting-edge study and the comprehensive suite of projects designed to address increasing threats from more frequent and intense floods, fires, and droughts. RWA Executive Director Jim Peifer moderated the panel, which featured Gary Bardini of the Sacramento Area Flood Control District, Eli Ilano of the U.S. Forest Service, Tony Firenzi of Placer County Water Agency, and Tom Gohring of the Water Forum. A link to a session summary is available at rwah2o.org.
- **Choosing Our Delta Destiny** explored the opportunities presented by the Voluntary Agreements in protecting fish and wildlife in the Delta and its key tributary watersheds while ensuring water reliability, as well as what's at stake if parties are not able to move past old water binaries. Moderated by PCWA General Manager Andy Fecko, the panel included Ernest Conant of the U.S. Bureau of Reclamation, Richard Roos-Collins of the Water and Power Law Group, Maurice Hall of the Environmental Defense Fund, and David Guy of the Northern California Water Association.

Keeping the Water Flowing

Comstock's Article, Digital Advertising Demonstrate the Essential Work of Local Water Providers

RWA in May and June launched a short-term outreach campaign focused on promoting how water providers are "Keeping the Water Flowing" during the coronavirus emergency. The program included:

- **Viewpoints article by Fair Oaks Water District General Manager Tom Gray published in Comstock's Magazine:** The article shares Gray's experience with providing an essential public service during the emergency, illustrating the risks and rewards from serving customers and communities during these uncertain times while also discussing the potential financial hardships facing water providers. You can read Gray's article at <https://www.comstocks.com/commentary/keeping-water-flowing>
- **Digital advertising on Facebook and online news sites through the Google Display Network:** Ads featured the images of local water providers working during the emergency with the text, "Local water providers are on the job here to ensure safe, reliable water is there for you." The month-long campaign earned 2,800 clicks and nearly 1.2 million impressions and numerous likes, hearts, and emojis with many "thank yous" posted as comments to the ads.

RTA Regional Water Authority June 8, 2020

Local water providers are on the job to ensure safe, reliable water is there for you. #cawater #EssentialEmployees #PublicService

WE'RE KEEPING THE WATER FLOWING

Local water providers are on the job here to ensure safe, reliable water is there for you.

RTA Regional Water Authority rwah2o.org

3

Thank you to the City of Roseville and Sacramento Suburban Water District for partnering with RWA on the digital ad campaign by lending images of their employees for the advertising. The design files are available to all RWA members to customize and use in their outreach. You can find them in the RWA COVID-19 Tool Kit on drop box or by contacting RWA Outreach Coordinator Christine Kohn at Christine@INprOnline.com.



Legislative Update

RWA Advocates for Federal Investment in Water Infrastructure

RWA in June held a series of meetings with local Congressional staff members to urge support for water infrastructure funding in the next round of federal economic recovery spending.

During virtual briefings with Congressional staff, members of RWA's Federal Affairs Committee made several key points, noting that water is essential to fighting COVID-19; the current emergency is threatening the financial stability of water suppliers; and federal investment in the water sector, which has been underfunded for decades, would provide high-quality jobs that are accessible to displaced workers.



RWA members have identified more than 150 construction-ready projects with the potential to deliver both immediate and long-term economic benefits to the region. Projects are estimated to create about 20,000 high-quality jobs and bring \$1.2 billion in local investment to the Sacramento region.

A fact sheet about the urgent need to invest in water infrastructure and link to interactive map of proposed projects is available on RWA's website at <https://rwah2o.org/federal-stimulus-funding/>.

Funding for Safe Drinking Water, Economic Stimulus Emerge as Priority Topics During the Final Days of the 2020 Legislative Session

As 2020's legislative session winds down, RWA is continuing to take positions on legislation important to local water providers.

Typically, the end of session has only fiscal committee and floor actions. This year's end of session is unique in that it will have policy committee hearings. All bills must have final action by August 31st.

While there are still a handful of bills live, generally the legislature is limiting actions to only those bills that deal with COVID-19, wildfire, or housing/homelessness. These limitations have significantly reduced the number of bills that could affect RWA. That said, RWA remains engaged on several bills related to refinements to the California Environmental Quality Act (CEQA), employer responsibilities related to COVID-19, and small water system consolidation. Among those bills are:

- SB 414—Would create new pathways for small water system consolidation. The RWA successfully secured amendments to clarify that the bill does not allow for forced consolidation among RWA members.
- SB 1159, AB 196, and AB 685—All of which would change workplace rules and employer responsibilities amid COVID-19.
- AB 3279, AB 609, and SB 55—which would make changes related to CEQA.

In addition, the Legislature is expected to act on budget refinements, including funding for safe drinking water. While a climate resiliency bond did not make it onto the November ballot this year, legislators have unveiled a joint \$100 billion economic stimulus plan intended to boost the economy and spur job creation. The plan includes funding for infrastructure projects that can ramp up quickly, and the RWA worked with its members to submit a list of local projects that meet that criteria. Action on economic stimulus may continue past the August 31st end of the legislative session.

For the latest information as the issues continue to evolve, visit RWA's website at rwah2o.org/advocacy or contact RWA Legislative and Regulatory Affairs Program Manager Ryan Ojakian at (916) 967-7692 or at rojakian@rwa.org.

Water Efficiency Program News

RWA Summer Water Efficiency Advertising in Full Swing

RWA is continuing its summer advertising campaign on local radio and digital outlets to encourage residents to "Check the Soil & Save"—use a moisture meter or screwdriver to check soil moisture before turning on sprinklers.



In the Sacramento region, most household water use occurs outdoors. The Check & Save campaign tackles the problem of landscape overwatering by helping residential water customers (homeowners, in particular) solve a problem—the mystery of knowing how much water their landscape really needs to be healthy.

Messages can be heard and found on Capital Public Radio, local radio stations in conjunction with weather and traffic reports, and online on the Google Display Network and on English and Spanish Facebook. In addition to Check & Save, advertising also promotes RWA's continuing regional rebate program for Rachio 3 Smart Sprinkler Controllers and the installation of high-efficiency rotator sprinklers.

Tools Available for Promoting Regional Rebate Program for Smart Sprinkler Controllers

Thank you to the many RWA Water Efficiency Program participants that have been actively promoting the regional rebate program for the Rachio 3 Smart Sprinkler Controllers.

For agencies without an existing rebate program for weather-based sprinkler controllers, the rebate program offers customers with an opportunity to purchase these high-tech, wifi-enabled controllers for only \$75 plus tax (65 percent off the retail price). For agencies with existing rebate programs, customers can potentially acquire the Rachio 3 at no cost by utilizing both the RWA and local water provider rebate programs.

In both cases, customers benefit by upgrading their sprinkler systems with the latest technology that not only saves water, but also promotes healthy plants.

RWA has developed several tools to help WEP participants promote the Rachio 3 rebate program to their customers. They are available in the Be Water Smart Tool Kit on drop box or by contacting WEP Program Manager Amy Talbot at atalbot@rwah2o.org.

 **Be Water Smart**
Sponsored - Paid for by Be Water Smart - Regional Water Authority · [View Profile](#)

For a limited time save 65% on a Rachio 3 Smart Controller through a rebate program offered by local water providers. The controller uses continuously updated weather data to adjust how long your sprinklers run. You can also monitor the controller from your smart phone with the Rachio app.



[BEWATERSMART.INFO](#)
Upgrade To A Smart Sprinkler Controller With Help From Local Water Providers

[Learn More](#) [Like](#) [Comment](#) [Share](#)

The Rachio 3 regional rebate program is funded by a \$150,000 grant from the California Department of Water Resources and is offered in partnership with the Bay Area Water Supply and Conservation Agency (BAWSKA) and its 26 member agencies for economies-of-scale pricing, coordinated program management, and marketing benefits.

2019 Water Efficiency Program Annual Report Available

The 2019 Annual Report for the Water Efficiency Program is now available online. The report describes trends in the region's per-capita water use; rebate programs and partnerships with local and state agencies; results from advertising and public service announcements; tools produced to help water providers communicate a consistent regional message; results from new research to evaluate the program; and more. You can find the report on RWA's website at <https://rwah2o.org/programs/wep/>.



RWA Water Efficiency Campaign Earns Top Award from CAPIO

RWA's Check the Soil and Save outreach program was honored with a 2020 EPIC Award from CAPIO, a statewide association of public sector communicators, which recognizes "the most creative and effective efforts" in communication campaigns.



Per California Government Code 6505.5 (e), RWA reports the following unaudited information:

For the period ending June 2020

Cash in checking account:	\$	167,266
LAIF Balance	\$	2,291,722

For the period of April 1,2020 to June 30, 2020

Total cash receipts for the period:	\$	787,626
Total cash disbursements for the period:	\$	803,556

REGIONAL WATER AUTHORITY

Income Statement

June 2020

	<i>12 Months Ended June 30, 2020</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
REVENUES				
Annual Assessments	960,715.00	943,300.00	(17,415.00)	101.8 %
Affiliate Members Annual	7,500.00	7,900.00	400.00	94.9 %
Associate Membership Annual	54,899.00	54,900.00	1.00	100.0 %
SGA Service Agreement Fees	530,866.35	622,300.00	91,433.65	85.3 %
OPEB	44,257.80	0.00	(44,257.80)	
Holiday Social Revenue	7,000.00	8,000.00	1,000.00	87.5 %
Miscellaneous Revenue	420.32	0.00	(420.32)	
Cash Discounts	411.22	0.00	(411.22)	
Interest on S/T Investments	69,761.62	30,700.00	(39,061.62)	227.2 %
TOTAL REVENUES	1,675,831.31	1,667,100.00	(8,731.31)	100.5 %
 TOTAL REVENUE	 1,675,831.31	 1,667,100.00	 (8,731.31)	 100.5 %
 GROSS PROFIT	 1,675,831.31	 1,667,100.00	 (8,731.31)	 100.5 %
 OPERATING EXPENDITURES				
Staff Expenses				
General Salaries	911,579.98	1,004,000.00	92,420.02	90.8 %
Benefits/Taxes	374,974.45	405,600.00	30,625.55	92.4 %
Travel / Meals	21,894.35	30,000.00	8,105.65	73.0 %
Professional Development	1,003.00	7,000.00	5,997.00	14.3 %
TOTAL Staff Expenses	1,309,451.78	1,446,600.00	137,148.22	90.5 %
Office Expenses				
Rent & Utilities	31,783.42	32,300.00	516.58	98.4 %
Insurance	37,935.76	29,000.00	(8,935.76)	130.8 %
Office Maintenance	0.00	600.00	600.00	
Telephone	12,060.11	12,900.00	839.89	93.5 %
Dues and Subscription	13,276.48	11,600.00	(1,676.48)	114.5 %
Printing & Supplies	11,574.02	21,200.00	9,625.98	54.6 %
Postage	2,813.50	2,900.00	86.50	97.0 %
Meetings	13,228.18	13,400.00	171.82	98.7 %
Computer Equipment/Support	18,094.32	23,500.00	5,405.68	77.0 %
TOTAL Office Expenses	140,765.79	147,400.00	6,634.21	95.5 %
Office Furniture & Equipment				

***12 Months Ended
June 30, 2020***

<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
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Office Furniture	6,487.69	2,900.00	(3,587.69)	223.7 %
Office Move	3,998.75	12,100.00	8,101.25	33.0 %
Computer Server Upgrades	5,000.00	0.00	(5,000.00)	
TOTAL Office Furniture & Equipment	15,486.44	15,000.00	(486.44)	103.2 %
Professional Fees				
ADP / Banking Charges	2,144.29	2,700.00	555.71	79.4 %
Audit Fees	54,787.50	27,500.00	(27,287.50)	199.2 %
Legal Fees	70,427.18	52,500.00	(17,927.18)	134.1 %
GASB 68 reporting fee	350.00	0.00	(350.00)	
Consulting Expenses - General	304,153.17	287,600.00	(16,553.17)	105.8 %
Powerhouse Science Center Payments	20,000.00	20,000.00	0.00	100.0 %
TOTAL Professional Fees	451,862.14	390,300.00	(61,562.14)	115.8 %
TOTAL OPERATING EXPENDITURES	1,917,566.15	1,999,300.00	81,733.85	95.9 %
OPERATING INCOME (LOSS)	(241,734.84)	(332,200.00)	(90,465.16)	72.8 %
NET OPERATING INCOME (LOSS)	(241,734.84)	(332,200.00)	(90,465.16)	72.8 %
NET INCOME (LOSS) NET OF PROGRAM	(241,734.84)	(332,200.00)	(90,465.16)	72.8 %

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 02,
2020

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[PMIA Average](#)
[Monthly Yields](#)

REGIONAL WATER AUTHORITY

TREASURER
5620 BIRDCAGE STREET, SUITE 180
CITRUS HEIGHTS, CA 95610

[Tran Type](#)
[Definitions](#)

Account Number: 90-34-019

June 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/5/2020	6/5/2020	RW	1643077	1603154	JOSETTE REINA-LUKEN	-100,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,391,721.52
Total Withdrawal:	-100,000.00	Ending Balance:	2,291,721.52

AGENDA ITEM 9: DIRECTORS' COMMENTS