

REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE AGENDA

July 27, 2022; 8:30 a.m.

AMENDED AGENDA

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 847-7589. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Executive Committee may consider any agenda item at any time during the meeting.

RWA Executive Committee meeting
Wed, July 27, 2022 8:30 AM - 11:30 AM (PDT)

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

Join Zoom Meeting

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United States: +1 (669) 900-6833

Meeting ID: 916 7739 0095 Passcode: 985149

1. CALL TO ORDER AND ROLL CALL

- 2. PUBLIC COMMENT:** Members of the public who wish to address the committee may do so at this time. Please keep your comments to less than three minutes.

3. CONSENT CALENDAR:

All items listed under the Consent Calendar are considered and acted upon by one motion. Committee Members may request an item be removed for separate consideration.

3a. Authorize a Teleconference Meeting

3b. Minutes of the June 22, 2022, Executive Committee meeting

3c. Authorize the Executive Director to enter into a Professional Services Agreement for WEP Regional Toilet Saturation Study

Action: Approve Consent Calendar

4. PRESENTATION – REGIONAL GOVERNMENT SERVICES (RGS) EMPLOYEE COMPENSATION STUDY AND POSITION RECLASSIFICATIONS UPDATE

Presentation and Information: Patty Howard, RGS Lead Advisor

Action: Provide Direction on Comparable Agencies to be used in Employee Compensation Study

5. CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code §§ 54954.5(e), 54957(b)(1)

Title: Executive Director

6. LEGISLATIVE/REGULATORY UPDATE

Information: Ryan Ojakian, Legislative and Regulatory Affairs Manager

Action: Take Positions on Legislation

7. AD HOC COMMITTEE UPDATES

Information: Dan York, Chair and Jim Peifer, Executive Director

8. RWA POLICY 400.4 REVISIONS – EXECUTIVE DIRECTOR PERFORMANCE REVIEW EVALUATION

Discussion: Robert Dugan, Chair of the Policy 400.4 Revisions Ad Hoc Committee

Action: Consider Ad Hoc Committee Revisions and Make Recommendations on Revisions to Policy 400.4 to the RWA Board of Directors

9. EXECUTIVE DIRECTOR'S REPORT

10. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Executive Committee Meeting: Wednesday, August 24, 2022, commencing 8:30 a.m. at the RWA Office, the location is subject to change depending on the COVID-19 emergency.

Regular Board Meeting: Thursday, September 8, 2022, commencing 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.

RWA Board of Directors
2022 Chair: Dan York
2022 Vice Chair: Tony Firenzi

S. Audie Foster, General Manager, California American Water
Evan Jacobs, Operations Manager, California American Water

Ron Greenwood, Board Member, Carmichael Water District
Cathy Lee, General Manager, Carmichael Water District

Caryl Sheehan, Director, Citrus Heights Water District
Raymond Riehle, Director, Citrus Heights Water District
Hilary Straus, General Manager, Citrus Heights Water District (alternate)
Rebecca Scott, Principal Operations Specialist (alternate)

Kerri Howell, Councilmember, City of Folsom
Marcus Yasutake, Environmental/Water Resources Director, City of Folsom

William Lauritsen, Councilmember, City of Lincoln
Chuck Poole, Water Facilities Supervisor, City of Lincoln

Bruce Houdesheldt, Councilmember, City of Roseville
Sean Bigley, Assistant Environment Utilities Director, City of Roseville
Rich Plecker, Director of Utilities, City of Roseville (alternate)
Trevor Joseph, Hydrogeologist, City of Roseville (alternate)
Pauline Roccucci, Councilmember, City of Roseville (alternate)

Jeff S. Harris, Councilmember, City of Sacramento
Brett Ewart, Water Policy & Regional Planning Supervising Engineer, City of Sacramento
Michelle Carrey, Supervising Engineer, City of Sacramento (alternate)
Bill Busath, Director of Utilities, City of Sacramento (alternate)
Anne Sanger, Policy and Legislative Specialist, City of Sacramento (alternate)

Martha Guerrero, Council Member, City of West Sacramento
William Roberts, Director of Public Works and Operations, City of West Sacramento

Grace Espindola, Councilmember, City of Yuba City
Diana Langley, Public Works Director/City Manager, City of Yuba City

Ryan Saunders, Board Member, Del Paso Manor Water District
Alan Gardner, General Manager, Del Paso Manor Water District

Pat Dwyer, Director/Board President, El Dorado Irrigation District
Jim Abercrombie, General Manager, El Dorado Irrigation District
Brian Mueller, Engineering Director, El Dorado Irrigation District (alternate)

Sophia Scherman, Board Chair, Elk Grove Water District
Bruce Kamilos, General Manager, Elk Grove Water District

* Names highlighted in red are Executive Committee members

<i>Randy Marx</i> , Board Member, Fair Oaks Water District <i>Tom Gray</i> , General Manager, Fair Oaks Water District
<i>Paul Schubert</i> , General Manager, Golden State Water Company <i>Ernie Gisler</i> , Capital Program Manager, Golden State Water Company
<i>Ricki Heck</i> , Board Member, Nevada Irrigation District <i>Karen Hull</i> , Board Member, Nevada Irrigation District (alternate) <i>Greg Jones</i> , Assistant General Manager, Nevada Irrigation District (alternate) <i>Jennifer Hanson</i> , General Manager, Nevada Irrigation District (alternate)
<i>Robert Hunter</i> , Board Member, Orange Vale Water Company <i>Joe Duran</i> , General Manager, Orange Vale Water Company
<i>Robert Dugan</i> , Board Member, Placer County Water Agency <i>Tony Firenzi</i> , Director of Strategic Affairs, Placer County Water Agency, Vice Chair <i>Andy Fecko</i> , General Manager, Placer County Water Agency (alternate) <i>Mike Lee</i> , Board Member, Placer County Water Agency (alternate)
<i>Tim Maybee</i> , Director, Rancho Murieta Community Services District <i>Tom Hennig</i> , Interim General Manager, Rancho Murieta Community Services District
<i>Patrick Kennedy</i> , Supervisor, Sacramento County Water Agency <i>Kerry Schmitz</i> , Division Chief, Water Supply, Sacramento County Water Agency
<i>Dave Jones</i> , Board Member, Sacramento Suburban Water District <i>Dan York</i> , General Manager, Sacramento Suburban Water District, Chair <i>Kevin Thomas</i> , Board Member, Sacramento Suburban Water District (alternate)
<i>Dan Rich</i> , Director, San Juan Water District <i>Greg Zlotnick</i> , Water Resources and Strategic Affairs, San Juan Water District <i>Ted Costa</i> , Board President, San Juan Water District (alternate)

* Names highlighted in red are Executive Committee members

RWA ASSOCIATES	
Organization	Representatives
El Dorado Water Agency	<i>Lori Parlin</i> , Chair <i>Ken Payne</i> , General Manager (alternate)
Placer County	<i>Ken Grehm</i> , Director Public Works and Facilities <i>Jared Deck</i> , Manager Environmental Engineering
Sacramento Municipal Utility District (SMUD)	<i>Arlen Orchard</i> , General Manager/CEO <i>Christopher Cole</i> , Strategic Account Advisor <i>Ansel Lundberg</i> , Energy Commodity Contracts Specialist
Sacramento Regional County Sanitation District (Regional San)	<i>Mike Huot</i> , Director of Policy and Planning <i>Terrie Mitchell</i> , Manager Legislative and Regulatory Affairs <i>David Ocenosak</i> , Principal Civil Engineer <i>Jose Ramirez</i> , Senior Civil Engineer
Sacramento Area Flood Control Agency (SAFCA)	<i>Richard Johnson</i> , Executive Director
Yuba Water Agency	<i>Adam Robin</i> , Government Relations Manager <i>Willie Whittlesey</i> , General Manager

* Names highlighted in red are Executive Committee members

RWA AFFILIATE MEMBERS	
Organization	Representatives
Black & Veatch	David Carlson , Vice president
Brown & Caldwell	Paul Selsky , Water Supply Planning, Vice president LaSandra Edwards , Civil Engineer May Huang , Engineer David Zuber , Vice President
GEI Consultants	John Woodling , Vice President, Branch Manager Chris Petersen , Principal Hydrogeologist Richard Shatz , Principal Hydrogeologist
HDR, Inc.	Jafar Faghieh , Water Resources Engineer Ed Winkler , Client Development Lead
Sacramento Association of Realtors	David Tanner , Chief Executive Officer Christopher Ly , Chief Operations Officer
Stantec	Kari Shively , Vice President Vanessa Nishikawa , Principal Water Resources Engineer Yung-Hsin Sun , Principal Engineer Rebecca Guo , Senior Associate Water Resources Engineer Ibrahim Khadam , Principal Engineer
West Yost Associates	Charles Duncan , President Abigail Madrone , Business Development Director Kelye McKinney , Engineering Manager I Jim Mulligan , Principal Engineer
Woodard & Curran	Ali Taghavi , Principal Jim Graydon , Senior Client Service Manager

* Names highlighted in red are Executive Committee members

AGENDA ITEM 2: PUBLIC COMMENT

Members of the public who wish to address the committee may do so at this time. Please keep your comments to less than three minutes.

AGENDA ITEM 3: All items listed under the Consent Calendar are considered and acted upon by one motion. Board members may request an item be removed for separate consideration. The items to be considered and approved include:

- a. Authorize a Teleconference Meeting by Passing a Motion by a majority vote under Gov. Code, § 54953, subd. (e)(1)(B) that as a result of the COVID-19 emergency: (i) meeting in person would present imminent risks to the health or safety of attendees; and (ii) the meeting is authorized to be held by teleconference pursuant to Gov. Code, § 54953, subd. (e)(1)(C).
- b. Approve the minutes of the June 22, 2022 Executive Committee Meeting
- c. Authorize the Executive Director to enter into a Professional Services Agreement for WEP Regional Toilet Saturation Study

Action: Approve Consent Calendar

Attachments:

- 3b. Minutes of the June 22, 2022 Executive Committee Meeting
- 3c. WEP Regional Toilet Saturation Study Request for Proposal (RFP)

AGENDA ITEM 3a.: Authorize a Teleconference Meeting

BACKGROUND:

In light of the Governor's declaration that a state of emergency exists due to the incidence and spread of the novel corona virus, and the pandemic caused by the resulting disease COVID-19, the Committee should consider whether meeting in person would present imminent risks to the health or safety of meeting attendees.

The Centers for Disease Control indicates that COVID-19 is a highly transmissible virus that is spread when an infected person breathes out droplets and very small particles that contain the virus, and such droplets and particles are breathed in by other people. Conducting meetings by teleconference would directly reduce the risk of transmission among meeting attendees, including members of the public and agency staff, which has the ancillary effect of reducing risk of serious illness and death as well as reducing community spread of the virus.

If the authorization to meet by teleconference is not approved by a majority vote, then the meeting will adjourn after this item and the remaining agenda items will be rescheduled to a future in-person meeting.

AGENDA ITEM 3b.: Minutes of the June 22, 2022 Executive Committee Meeting

Attachment:

Draft June 22, 2022 Minutes

1. CALL TO ORDER

Chair York 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

Audie Foster, California American Water
Ron Greenwood, Carmichael Water District
Sean Bigley, City of Roseville
Brett Ewart, City of Sacramento
William Roberts, City of West Sacramento
Grace Espindola, City of Yuba City
Tony Firenzi, Placer County Water Agency
Kerry Schmitz, Sacramento County Water Agency
Dan York, Sacramento Suburban Water District

Staff Members

Jim Peifer, Ryan Ojakian, Rob Swartz, Monica Garcia, Josette Reina-Luken, Cecilia Partridge, Michelle Banonis, Amy Talbot, Deirdre Livingston and Andrew Ramos, Legal Counsel

Others in Attendance

Paul Helliker, Brian Sanders, Charles Poole, Jay Boatwright, Mark Emmerson, Charles Duncan and Cathy Lee

2. PUBLIC COMMENT

None

Grace Espindola and Ron Greenwood entered meeting

3. CLOSED SESSION

CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code §§ 54954.5(e), 54957(b)(1) Title: Executive Director
There was nothing to report.

4. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Executive Committee is compiling data. There was no update at this time.

5. CONSENT CALENDAR:

- 3a. Authorize a Teleconference Meeting
- 3b. Minutes of the May 25, 2022, Executive Committee meeting

Motion/Second/Carried (M/S/C) Mr. Greenwood moved, with a second by Ms. Espindola to approve the consent calendar items, Authorize a Teleconference

meeting and minutes of the May 25, 2022 Executive Committee meeting. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency, Dan York, Sacramento Suburban Water District voted yes. Motion passed.

6. RWA OPERATIONS POLICY UPDATES

Ms. Reina-Luken discussed the following policies: RWA Policy 300.1 – Executive Director Authority, RWA Policy 300.2 – Professional Services Policy, RWA Policy 300.3 – Surplus Property Disposal and Draft RWA Policy 500.19 – Water Efficiency Reserve Policy. There are no policy changes to be made.

M/S/C Mr. Foster moved, with a second by Mr. Ewart to recommend approval of no changes to RWA Policies 300.1, 300.2, 300.3 and draft RWA Policy 500.19 - Water Efficiency Reserve Policy to the RWA Board of Directors. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency, Dan York, Sacramento Suburban Water District voted yes. Motion passed.

7. LEGISLATIVE/REGULATORY UPDATE

Mr. Ojakian provided an update on SB 222, SB 1157, AB 2895, and AB 2201 and requests the committee to reaffirm or change positions on the following bills:

SB 222 (Dodd D-Napa) Would establish a state-run water rate assistance program upon funding. RWA's current position is Support. The bill is on the Assembly floor and was not taken up at the end of last session. There are amendments that would significantly alter the bill. The bill will not be taken up until August and it is not known at this time if these amendments would trigger the bill being pulled back to committee. This Bill has drafting errors and there will be further development on it.

SB 1157 (Hertzberg D-Van Nuys) Would lower the indoor water use efficiency standards, require additional state studies on impacts of the standard on affordability and create a new variance process. RWA currently has an Oppose Unless Amended. Mr. Ojakian reported our efforts were instrumental in having this bill amended.

AB 2895 (Arambula D- Fresno) Would revise the existing temporary water transfer process. RWA currently has an Oppose Unless Amended position. With the exception of changing the required engagement with the Department of Fish and Wildlife, the bill now returns the process to current process and creates a second process that is not likely to be regularly utilized. Staff is changing status to Neutral on the position of this bill.

M/S/C Mr. Greenwood moved, with a second by Mr. Ewart to take positions on Legislation for Bills SB222, SB1157, and AB2895, as recommended by staff. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency, Dan York, Sacramento Suburban Water District voted yes. Motion passed.

AB 2201 (Bennett D- Ventura) Would add new requirements to the well permitting process. RWA's current position is oppose unless amended. The bill has been amended to track with the approach taken in Sacramento County on individual well analysis on surrounding domestic wells and on subsidence. We had significant amendments on this Bill. The amendments shift responsibility to the Well Applicants and not the GSA. We want to change this bill to support position as this bill now aligns with what our interests are. It is important for us to come out in support on this bill.

M/S/C Mr. Greenwood moved, with a second by Mr. Ewart to take a support position on AB2201 as recommended by staff. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Kerry Schmitz, Sacramento County Water Agency, Dan York, Sacramento Suburban Water District voted yes. Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency voted no. Motion passed.

Mr. Ojakian reported the Legislature passed a budget that includes \$21 billion for climate resilience. This included drought, wildfire, and other climate issues. However, the details on over \$16 billion have yet to be filled in and the expectation is that this will occur at some time in August. This will have an impact on member budget requests.

8. AD HOC COMMITTEE UPDATES

Mr. Peifer gave an update on RWA Policy 400.4 Ad Hoc Committee (Executive Director Performance Evaluation Procedure), RWA Policy 200.3 Ad Hoc Committee (Election Procedures), Employee Compensation Survey Oversight Ad Hoc Committee, Space Planning Ad Hoc Committee, Purchasing Ad Hoc Committee, Awards Committee, Federal Affairs Committee, and the Water Quality Committee. Mr. Peifer is looking for a sponsor for the next Water Quality Meeting. If anyone is interested, please reach out to him.

9. RWA JULY 7, 2022 BOARD MEETING AGENDA

M/S/C Ms. Espindola moved, with a second by Mr. Foster to approve the RWA July 7, 2022, Board Meeting Agenda with changes to move item 6a on the Consent Calendar to Authorize a Teleconference Meeting, to Item 3. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency, Dan York, Sacramento Suburban Water District voted yes. Motion passed.

10. EXECUTIVE DIRECTOR'S REPORT

Mr. Peifer gave an update on the progress of the water bank. He stated it is one of RWA's high priorities as the board affirmed the strategic planning process, which was brought up in May. Mr. Peifer attended a breakfast with other executive directors in the region that have regional organizations and he talked about a piece of advocacy that could be helpful to all of us. He stated that understanding what the region needs to do to adapt to climate change will be very impactful in many ways. He wants to get the message across that we are worthy of both state investment and federal investment, and he said we can be a good example for other regions in the country. Mr. Peifer will be out of the office from July 11- July 27. He will be attending the ACWA conference that will kick off in Washington, DC the week of July 11th. He will attend the National Water Resource Association in Montana as part of his duty as being the Chair of the Federal Affairs Committee. Delta Counties Water Summit is occurring Friday, June 24th. He encouraged others to attend. Sacramento County was interested in getting the word out for this Summit and they are interested in having people understand what the Delta counties perspectives are on water management activities, including the management of the delta. He informed the Executive Committee that staff is making progress on finalizing the procedures to hold hybrid meetings in the office. Cameras need to be purchased and the conference room needs to be set up to have video capability. Hybrid meetings likely will not be available until the end of July.

11. DIRECTORS' COMMENTS

Ron Greenwood reported he is pleased with the updates on the water bank. William Roberts reported that the State Water Resources Control Board adopted the emergency regulation 2022-0018 on May 24, 2022. This regulation directs all water agencies to enact stage two of their water shortage contingency plans starting June 10, 2022. As required by this regulation, and as authorized by the City of West Sacramento Urban Water Management Plan, the city declared stage two water shortage while asking for up to 20% mandatory reduction of water use in the City. He is advocating to educate the public.

Grace Espindola asked the board to share any reports or data on the fall water forecast. She said the citizens of Yuba City have been notified that they are in stage three water restrictions. The city will be handing out fines and citations to those who are not using their water efficiently. She shared the AG Life Yuba/Sutter paper which included an insert, 'Help for Farmers' that reports on farmers and the impact of the water shortage.

Tony Firenzi discussed Forest Health. Several reports came out from the Joint Institute for Wood Utilization and the California Board of Forestry. These reports looked at what do we do about forest fires. There are five regions that they are doing planning projects in. PCWA is now part of their planning project. Part of PCWA efforts will be to reach out to cities and counties and member water agencies that occupy the space in the foothills. This is a 2-year study. PCWA would like to involve Cal Fire, PG&E, and some others in their annual fire and water publication.

Dan York reported the benefits of promoting collaboration with each organization. Sacramento Suburban and the City of Roseville operations staff met and discussed their preventative maintenance programs. The feedback from the staff was tremendous. He encouraged all agencies to reach out to others to discuss any topics such as preventative maintenance and meter testing. There was benefit to both agencies.

ADJOURNMENT

Chair York adjourned the meeting at 10:54 a.m.

By:

Chairperson

Attest:

Board Secretary

AGENDA ITEM 3c.: Authorize the Executive Director to enter into a Professional Services Agreement for WEP Regional Toilet Saturation Study

BACKGROUND:

RWA staff, through the regional Water Efficiency Program (WEP), is seeking support for the development of a Regional Toilet Saturation Study (Study). The goal of the study is to assess the remaining potential for high efficiency toilet upgrades in single family and multifamily (5 units or more) sectors throughout the Sacramento region. The geographic study area includes all WEP participating suppliers' service areas. The study timeline is August 2022-August 2023. **The study budget is \$100,000 and 100% funded through California's Proposition 1 Implementation Grant Program and does not require any local supplier funding.** There may be additional opportunities for more detailed analysis of individual water suppliers' service areas pending the availability of additional local funding to supplement the regional study scope and funding.

Scope of work for the study includes the following tasks:

1. Design and implement regional assessment of high efficiency toilet saturation.
2. Develop a Saturation Study Report based on assessment, resulting recommendations for future efficiency program development and/or sunsetting and potential water and energy savings from upgrading the estimated remaining non efficient toilets in the region.

Selection Process

According to RWA Policy 300.2 Professional Services Selection and Contracting Services, consulting and professional services that would cost more than \$50,000 will generally be obtained through a competitive process by issuance of a Request for Proposals (RFP) or a Request for Qualifications, as determined by the Executive Director, and a contract for such services will be subject to the approval of the Executive Committee.

RWA staff issued a RFQ on June 13, 2022 to eighteen consulting firms with known experience in conducting similar studies and/or professional ability to conduct similar studies (Table 1). RWA reached out to other suppliers in the state to obtain past outreach lists for similar studies to inform RWA's outreach list. The RFQ was also posted on the RWA web site, distributed to the RWA e-blast list, sent to the California Water Efficiency Partnership and the Alliance for Water Efficiency for dissemination to their respective members. Proposals were due on July 11, 2022.

Proposals were received from three firms: A&N Technical Services, Inc., EKI Environment and Water, and GMP Research. For evaluation purposes, RWA staff developed a guidance framework for reviewing proposals: firm profile (10 points); staff qualifications (15 points); past experience and references (30 points); tasks (25 points); fee schedule (10 points), study expansion opportunities (5 points) and overall proposal quality (5 points) for a

total of 100 potential points. The review panel included Ryan Burnett, City of West Sacramento, Linda Higgins, Placer County Water Agency and Amy Talbot, Regional Water Authority with William Granger, City of Sacramento, as an adviser (not officially submitting scores). Each reviewer assigned points to the above categories independently before discussing the scores at the July 14, 2022 review meeting to reach a final recommendation.

Recommendation

After review and discussion of the proposals, A&N Technical Services, Inc. received the highest average score (see Table 2 for more details). A&N Technical Services, Inc. demonstrated a strong project manager with the statistical skills necessarily for this type of study, comprehensive skill coverage with the project team including efficiency program expertise, in the field toilet replacements, water savings analytical background and expertise working with relevant regulations coupled with a similar fee schedule as other proposers. EKI Water and Environment also demonstrated strong project management and team skill sets, however, with less experience in statistical analysis and more heavily relied on RWA and WEP suppliers' supplemental workload contributions to complete the project. Lastly, GMP Research did not include a complete scope of work for both tasks described above, had conflicting information within the RFP response document, and showed limited past experience with water efficiency programs. Therefore, **the review panel recommends A&N Technical Services, Inc. to the RWA Executive Committee as the selected consultant to assist RWA staff and WEP participating suppliers with the implementation of the 2022 Regional Toilet Saturation Study.**

Table 1: Direct Outreach for RFP Response

	Firm Name		Firm Name
1	A&N Technical Services	10	HDR Engineering
2	Black and Veatch	11	Kennedy/Jenks Consultants
3	Brelje and Race Consulting Engineers	12	M. Cubed
4	Brown and Caldwell	13	Maddaus Water Management
5	Carollo Engineers	14	Stantec
6	Data Instincts	15	Water Demand Management
7	EKI Environment and Water	16	Webers Water Conservation
8	Flume	17	West Yost
9	GEI	18	Woodard & Curran

Table 2: Responding Firms' Review Panel Scores

	Firm Name	Points Awarded	Budget
1	A&N Technical Services, Inc.	91.7	\$100,000
2	EKI Environment and Water	87.7	\$100,000
3	GMP Research, Inc.	28.0	\$94,050

Attachment:

WEP Regional Toilet Saturation Study RFP

REGIONAL TOILET SATURATION STUDY REQUEST FOR PROPOSALS

Regional Water Authority
5620 Birdcage Street, Suite 180
Citrus Heights, California 95610

Proposals Due By 4:00 PM PT, July 11, 2022



Regional Toilet Saturation Study Request for Proposal

<p>General Study Information</p>	<p>The Regional Water Authority (RWA), through the regional Water Efficiency Program (WEP) is seeking support for the development of a Regional Toilet Saturation Study (Study). Situated in the central valley of California, the Sacramento region’s residential indoor water use is estimated to be between 40-50% of a household’s total use on average. The goal of the study is to assess the remaining potential for high efficiency toilet upgrades in single family and multifamily (5 units or more) sectors throughout the Sacramento region. Geographic study area includes all RWA water supplier services areas as defined in Attachments A & B. The Study timeline is August 2022-August 2023. The Study budget is \$100,000 and 100% funded through California’s Proposition 1 Implementation Grant Program. There may be additional opportunities for more detailed analysis of individual water supplier’s service areas pending the availability of additional local funding to supplement the regional study scope and funding.</p> <p>RWA is seeking responses from Consultants for the following tasks:</p> <ol style="list-style-type: none"> 1. Design and implement regional assessment of high efficiency toilet saturation. 2. Develop a Saturation Study Report based on assessment, resulting recommendations for future efficiency program development and/or sunsetting and potential water and energy savings from upgrading estimated remaining non efficient toilets in the region. <p>More details provided in Scope of Work section below.</p>
<p>Disclaimer</p>	<p>The RWA reserves the right to modify the anticipated timeline set forth below. There will be no public opening of proposals. The RWA reserves the right to reject any and all proposals, cancel all or part of this Request for Proposals (RFP), waive any minor irregularities and to request additional information from proposing Consultants. This RFP does not obligate the RWA to award a contract. <u>There is no expressed or implied obligation for the RWA to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request.</u></p> <p>To be considered, each Consultant submitting an RFP proposal must provide an electronic copy of the RFP proposal via email sent directly to RWA’s principal contact by the filing deadline of July 11, 2022 by 4:00 P.M. Pacific Time. Late submissions will not be considered. The RWA reserves the right to reject any or all submittals.</p>

RWA Profile	The RWA was formed in 2001 as a joint powers authority that represents the interests of over 25 water providers and associate agencies, serving 2 million people in the greater Sacramento, Placer, El Dorado, Sutter, and Yolo Counties Region (Attachments A & B). The RWA's mission is 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. RWA is governed by a Board of Directors comprised of two representatives from each of the member agencies. The representatives are appointed by the member agencies. For more information, visit the RWA website at www.rwah2o.org .							
Principal Contact	The principal contact with the RWA will be: Amy Talbot, Principal Project Manager 5620 Birdcage Street, Suite 180 Citrus Heights, California, 95610 (916) 967-7692 atalbot@rwah2o.org							
RFP Timeline	<table><tr><td>June 13, 2022 Distribution and online posting of RFP</td></tr><tr><td>July 11, 2022 RFP filing deadline-must be received by RWA by 4:00 p.m. PT</td></tr><tr><td>July 11 - 15, 2022 RWA staff/member review of RFPs</td></tr><tr><td>July 27, 2022 RWA Executive Committee presentation of staff recommendation</td></tr><tr><td>July 28, 2022 RWA notifies selected Consultant (if approved by Exe. Committee)</td></tr><tr><td>August 2022 Contract signed and study begins</td></tr></table>		June 13, 2022 Distribution and online posting of RFP	July 11, 2022 RFP filing deadline-must be received by RWA by 4:00 p.m. PT	July 11 - 15, 2022 RWA staff/member review of RFPs	July 27, 2022 RWA Executive Committee presentation of staff recommendation	July 28, 2022 RWA notifies selected Consultant (if approved by Exe. Committee)	August 2022 Contract signed and study begins
June 13, 2022 Distribution and online posting of RFP								
July 11, 2022 RFP filing deadline-must be received by RWA by 4:00 p.m. PT								
July 11 - 15, 2022 RWA staff/member review of RFPs								
July 27, 2022 RWA Executive Committee presentation of staff recommendation								
July 28, 2022 RWA notifies selected Consultant (if approved by Exe. Committee)								
August 2022 Contract signed and study begins								

Scope of Work

The RWA is soliciting qualified Consultants to implement the following Study and Tasks:

Nature of Services	<p>Study Description:</p> <p>The Regional Water Authority (RWA), through the regional Water Efficiency Program (WEP) is seeking support for the development of a Regional Toilet Saturation Study (Study). Situated in the central valley of California, the Sacramento region's residential indoor water use is estimated to be between 40-50% of a household's total use on average. The goal of the study is to assess the remaining potential for high efficiency toilet upgrades in single family and multifamily (5 units or more) sectors throughout the Sacramento region. Geographic study area includes all RWA water supplier services areas as defined in Attachments A & B. The Study timeline is August 2022-August 2023. The Study budget is \$100,000 and 100% funded through California's Proposition 1 Implementation Grant Program. There may be additional opportunities for more detailed analysis of individual water supplier's service areas pending the availability of additional local funding to supplement the regional study scope and funding.</p> <p>RWA is seeking responses from Consultants for the following tasks:</p> <ol style="list-style-type: none">1. Design and implement regional assessment of high efficiency toilet saturation.2. Develop a Saturation Study Report based on assessment, resulting recommendations for future efficiency program development and/or sunsetting and potential water and energy savings from upgrading estimated remaining non efficient toilets in the region. <p>Tasks may be modified throughout the timeline on the approval of both RWA and the selected Consultant.</p> <p>To assist Consultant with performing the Scope of Work, RWA will provide the following supplementary information:</p> <ul style="list-style-type: none">• Past RWA indoor direct installation program data for multifamily properties• RWA toilet rebate local supplier participation data for 2003-2021• Water rate information for all RWA suppliers• Energy intensity (million gallons/kWh) estimates<ul style="list-style-type: none">○ Regional average and individual supplier intensity data• Current rebate program's list for all RWA suppliers<ul style="list-style-type: none">○ https://bewatersmart.info/wp-content/uploads/2017/09/RWA-Incentive-Overview.pdf• Spatial files (ex: Geographic Information System) for RWA local supplier service areas• Additional information as requested by Consultant as needed and available.
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TASK 1. Assessment Study Design and Implementation

Consultant will work with RWA staff to design and implement a high-level regional assessment of high efficiency toilet saturation in order to estimate remaining potential for water supplier intervention (rebates and direct installation programs). Target audience is single family and multifamily (5 units or more) sector properties within the RWA water suppliers' service areas. Design includes developing a methodology to estimate the following:

- **1) Toilet Survey** to estimate the total number of toilets in all study target audience properties to establish a baseline for further analysis
- **2) Current High Efficiency Toilet Survey** to estimate the total number of existing high efficiency toilets in all study target audience properties to establish a baseline for further analysis
 - A high efficiency toilet is defined for this study by the U.S EPA WaterSense Specifications. More information visit: <https://www.epa.gov/watersense>
 - Estimate should include separate replacement rates for natural fixture replacement (replacement occurred outside of an incentive/rebate program) and incentivized fixture replacement (replacement occurred as part of an incentive/rebate program)
 - Estimate should account for the potential impacts of varying socioeconomic factors like income and percentage of owner-occupied units, if possible.
- **3) Remaining Non-High Efficiency Toilets** that are still currently installed in the study's target audience properties with the potential to be upgraded to high efficiency toilets either by natural or incentivized replacement.
 - This estimate is essentially a function of the 1) toilet survey estimate and the 2) current high efficiency toilet survey estimate.

Once the methodology is developed for the three estimates above, the Consultant will implement the necessary actions to obtain the proper data to calculate these estimates. Consultant may choose to use a combination of the following methods to obtain data for these estimates including but not limited to: "desktop" analysis of available electronic data, phone and in person site customer surveys, national and California specific customer water use studies, RWA provided data (described above), market penetration studies, U.S. Census Bureau, American Community Survey, and County Assessor data, interviews with water efficiency staff and technologies that have the ability to estimate or disaggregate customer water use by fixture.

Note: RWA does not have direct access to individual supplier or customer meter data. Data requests can be managed through RWA but not guaranteed.

	<p>The study methodology should be designed to allow for the resulting estimates (#1-3 above) to be displayed in both a total toilet (#) and percentage of baseline. Estimates should be calculated as a regional figure and in the smallest scale possible (preferably the local water supplier level). Estimate ranges are acceptable.</p> <p>Consultant will include information in the RFP response speaking to their strategy for minimizing sampling bias, managing data quality concerns and producing statistically valid survey results (ex: 95% confidence level/interval).</p> <p>TASK 2. Saturation Summary Report</p> <p>Consultant will produce a saturation summary report based off work produced under Task 1. Report will include an executive summary and standalone tables that display the survey and saturation estimates at both the regional and individual supplier level (or smallest scale possible). Report will also include a set of recommendations at the regional and local supplier level for future efficiency program development and/or sunsetting and potential water and energy savings from upgrading estimated remaining non-efficient toilets in the region.</p> <p>Report will be produced in an electronic format only. Consultant will scope at least 1 (in-person, if possible) regional meeting to present the summary report results to RWA and RWA water supplier staff.</p>
<p>Study Expansion Opportunities</p>	<p>An individual RWA water supplier may be interested in a more detailed saturation assessment in their service area. Consultant should brainstorm and present potential expansion options for individual local suppliers in the RFP response that could complement the regional study scope of work. Consultant should incorporate the following considerations into their response:</p> <ul style="list-style-type: none"> • What additional saturation assessment options could be available for individual suppliers? Examples include more in-person site surveys, additional fixture assessments like showerheads and faucet aerators, inclusion of additional customer sectors like restaurants and schools, etc. • List benefits a supplier would receive for these additional options. • List potential challenges that could result from offering these additional options for individual suppliers beyond the regional study proposal. <p>RWA is not obligated to include or guarantee any or all of the expansion opportunities described in this section in the final RWA Study contract. Providing cost estimates for these potential additional opportunities is encouraged but not required.</p>

Program Timeline	RWA is anticipating a 12-month study timeline (August 2022-August 2023), with the final/hard stop option to extend to November 2023, if needed.
Program Advisory Committee	During the Study process, selected Consultant may be expected to provide Study updates and/or presentations to the RWA Regional Water Efficiency Program Advisory Committee (RWEPAC), as requested. The RWEPAC includes one or more water efficiency related staff representatives from each RWA Water Efficiency Program (WEP) member water supplier. Consultant should prepare for and attend at least one RWEPAC meeting to provide a study update (virtual or in person). In-person meetings will be primarily held at the RWA office in Citrus Heights, California.
Attachments	<ul style="list-style-type: none"> A. RWA Member Water Suppliers' Service Area Map B. General Information about RWA Member Water Suppliers C. Fee Schedule Chart (REQUIRED for RFP submission) D. RWA Standard Services Agreement

Submittal Process and Evaluation

Proper Completion and Submission of RFP	To be considered, each Consultant submitting an RFP proposal must provide an electronic copy of the RFP proposal via email sent directly to RWA's principal contact by the filing deadline of July 11, 2022 by 4:00 P.M. Pacific Time. Late submissions will not be considered. The RWA reserves the right to reject any or all submittals.
Rights to Submitted Materials	RWA reserves the right to retain all submittals. Submission of RFP proposal indicates acceptance by the Consultant of the conditions contained in this RFP document, unless exceptions are clearly and specifically noted in the Consultant RFP response submittal. Exceptions include any comments or proposed changes to Attachment D –RWA Standard Services Agreement.
Changes to RFP	RWA will send any changes to this RFP proposal to each Consultant to whom an RFP notification has been sent and will also post changes on the RWA website: https://rwah2o.org/news-info/public-notices/ . Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.
Inquiries to RFP	Submit any inquiries or requests for clarification concerning the RFP via email to RWA's principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other Consultants that were directly sent notification of this RFP and posted on the RWA website: https://rwah2o.org/news-info/public-notices/ .
Evaluation of RFP	Submittals will be considered by a selection team consisting of RWA staff and representatives of RWA water suppliers and/or partners. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria: the Consultant profile (10 points), staff qualifications (15 points), past experience and references (30 points), Tasks (25 points), fee schedule (10 points), Study Expansion Opportunities (5 points) and overall proposal quality (5 points). There is a maximum possible score of 100 points. The criteria are further described in the "Submittal Requirements" section below. During the evaluation process, the selection team, RWA management and/or RWA Board of Directors reserve the right, where it may serve the RWA's best interest, to request additional information or clarifications from Consultant proposers, or to allow corrections of errors or omissions.

Submittal Requirements

To facilitate the comparison of submittals from interested Consultants and to assist the selection team with the review process, Consultants are required to organize their submittals in accordance with the following order and substance.

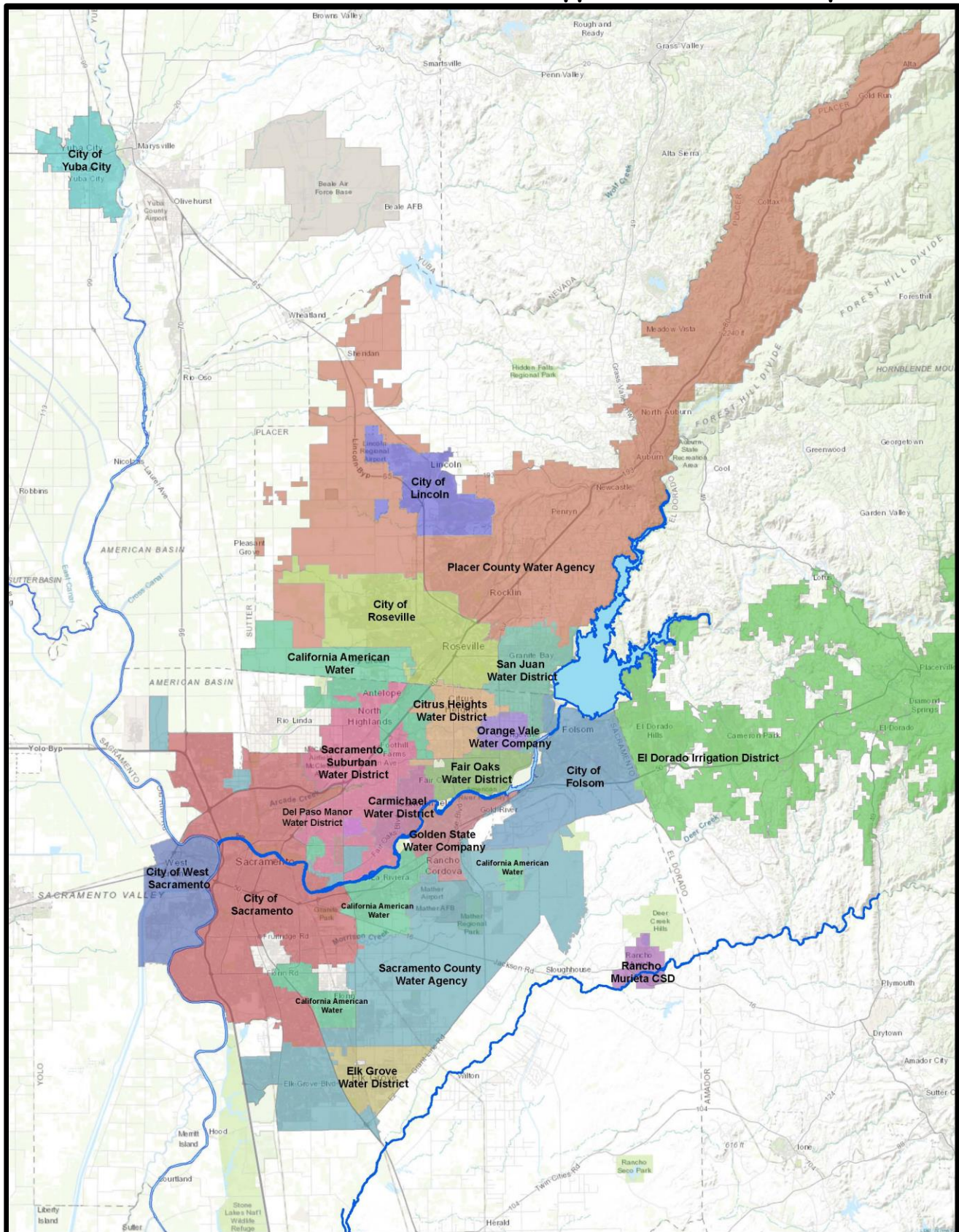
Title Page	State the RFP subject (Regional Toilet Saturation Study), name of the Consultant, local address, email, and telephone number of the Consultant's primary contact person, and the date of the proposal.
Table of Contents	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.
Consultant Profile	Include staffing size of your business, your business's client base (i.e., local, regional, statewide, etc.), the location of the office from which the work will be done and the staffing capacity for that office. Include a statement on your business's capability to support the proposed scope work.
Staff Qualifications	Identify all staff (managers, supervisors and specialists), including primary point-of-contact, who would be assigned to the Study. Clearly identify the Project manager and his or her availability to manage the Study between August 2022 and August 2023. Specifically discuss project administration, technical skills, communication style, and other skills necessary to perform this Study. Any subcontractors should be identified both in name/company and scope/task.
Past Experience and References	List a minimum of two and a maximum of five similar recent engagements performed. Indicate the scope of work, date, engagement partner(s), total hours or budget, and the name and telephone number of the principal client contact. Maximum of one page per engagement.
Tasks	Consultant must provide a detailed description of how each task, described in RFP, will be accomplished. <ul style="list-style-type: none">• Task 1: Assessment Design and Implementation• Task 2: Saturation Summary Report A timeline that corresponds to each Task must be included in this section.
Fee Schedule	Attachment C: Fee Schedule Chart is a required document and must be included in the RFP proposal in this section. Supplemental explanatory information in addition to Attachment C may be submitted as part of this section but is limited to two pages. Attachment C should reflect billing rates for the duration of the Study through August 2023. Please note that per diem expenses will not be allowable expenses for this Study.

Study Expansion Opportunities	Consultant must provide information outlined in “Study Expansion Opportunities” Scope of Work section.
Proof of Insurance	Consultant must provide proof of insurance as described in the “Additional Information” section and in Attachment D – RWA Standard Services Agreement. If Consultant does not currently have proof of insurance, describe timeline for acquiring required insurance coverages prior to August 2022.

Additional Information

Award of Contract	RWA’s Consultant selection will be complete by July 28, 2022. Following the notification of the selected Consultant, a contract will be executed between RWA and the selected Consultant in August. These timelines are dependent on pending RWA Executive Committee approval in July and may be modified.																				
Term of Engagement	The contract term is from August 2022 and August 2023. The contract term may be modified based on selected final scope of work and other related factors.																				
Subcontracting	If a proposer Consultant intends to subcontract any of the work in its proposal, that fact, the name of the proposed subcontracting Consultant(s), and the work to be performed by each subcontractor must be clearly identified in the proposal. Subcontractors must have prior experience with similarly scoped programs.																				
Insurance	<div>The selected Consultant will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</div> <table><tr><th>Type</th><th>Limits</th><th>Scope</th></tr><tr><td>Commercial general liability</td><td>\$2,000,000 per occurrence & \$5,000,000 aggregate</td><td>at least as broad as ISO CG 0001</td></tr><tr><td>Automobile liability</td><td>\$2,000,000 per accident</td><td>at least as broad as ISO CA 0001, code 1 (any auto)</td></tr><tr><td>Workers’ compensation</td><td>Statutory limits</td><td></td></tr><tr><td>Employers’ liability</td><td>\$1,000,000 per accident</td><td></td></tr><tr><td>Professional liability*</td><td>\$1,000,000 per claim</td><td></td></tr></table> <div>*Required only if Consultant is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.</div>			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	
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																				
Invoicing	Invoices should be submitted to RWA on a monthly basis. RWA will pay submitted and approved (by RWA Principal Contact and RWA Executive Director) invoices at or within 30 days.																				
Other Agreement Terms	Proposer Consultants are strongly recommended to review the RWA Standard Services Agreement (Attachment D) for additional requirements of RWA contractors. This agreement must be executed before work can begin. Minor changes to the agreement may be considered but proposed changes must be clearly and specifically noted in the Consultant RFP response submittal.																				

ATTACHMENT A – RWA Member Water Suppliers' Service Areas Map



ATTACHMENT B – General Information about RWA Member Water Suppliers

	RWA Water Suppliers	Population	Connections	Area (Sq. Miles)
1	California American Water	203,851	59,946	54
2	Carmichael Water District	37,897	11,695	9
3	Citrus Heights Water District	69,964	19,513	13
4	City of Folsom	71,494	19,040	36
5	City of Lincoln	49,624	18,609	20
6	City of Roseville	129,262	39,452	43
7	City of Sacramento	515,673	144,089	99
8	City of West Sacramento	53,082	15,558	23
9	City of Yuba City ¹	71,922	18,803	16
10	Del Paso Manor Water District	5,000	1,797	1
11	El Dorado Irrigation District	131,033	41,441	232
12	Elk Grove Water District	46,991	12,349	13
13	Fair Oaks Water District	36,226	13,864	10
14	Golden State Water Company	50,053	17,114	13
15	Orange Vale Water Company	16,815	5,531	5
16	Placer County Water Agency	111,916	43,772	260
17	Rancho Murieta Community Services District	5,488	2,654	6
18	Sacramento County Water Agency	197,972	59,150	109
19	Sacramento Suburban Water District	181,222	45,907	36
20	San Juan Water District	28,791	10,657	17
	Regional Total	2,014,276	600,941	1,032

¹ City of Yuba City is a RWA member but is not a Water Efficiency Program (WEP) participant and will not be included in this study scope and analysis.

ATTACHMENT C - Fee Schedule

Business Name:

Task	Cost
Task 1: Assessment Design and Implementation	
Staff*	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Task 2: Saturation Summary Report	
Staff*	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Meetings with RWA and Suppliers	
Staff*	\$
Other:	\$
Other:	\$
Miscellaneous Costs: if applicable.	
Other:	\$
Other:	\$
Total Study Cost*	\$

Notes: Supplemental explanatory information may be submitted as part of this section but is limited to two pages. The fee schedule should reflect billing rates for the duration of the Study through August 2023. Please note that per diem expenses will not be allowable expenses for this Study.

*Required information.

ATTACHMENT D-RWA Standard Services Agreement

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 local government agency ("RWA"), and _____, a _____ *[Insert type and jurisdiction of entity]* ("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

2.1 RWA shall pay to Contractor a fee based on *[check one]*:

___ 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.

The total fee for the Work shall not exceed \$_____ *[delete this sentence if not applicable]*. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by RWA. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

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

3 Term

3.1 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 RWA 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.

3.2 This Agreement may be terminated at any time by RWA 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 RWA based on the above fee and payment provisions.

Compensation under this section 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

4.1 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. RWA 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.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the RWA is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify RWA and shall, subject to RWA's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by RWA to evaluate the proposed substitution. RWA shall evaluate Contractor's request and RWA shall promptly notify Contractor of its decision in writing.

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 RWA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the RWA or of any RWA official, other than normal contract monitoring, and Contractor possesses no authority with respect to any RWA decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 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. RWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 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 RWA ("Work Product") shall be the property of RWA, and RWA 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 RWA'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, RWA 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 RWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then RWA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to RWA in paper format, upon request by RWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to RWA 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

[The paragraphs in this section can be replaced with the phrase "Intentionally omitted" if the District will not provide any confidential information to the Contractor.]

8.1 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 RWA 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 RWA. 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 RWA. 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.

8.2 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 RWA 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, RWA policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than RWA 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.

8.4 Unless otherwise directed in writing by the RWA, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the RWA that such materials have been destroyed.

9 Compliance with Laws

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

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any RWA facility, plant, building, structure, utility system or other property (“RWA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any RWA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on RWA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a

routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to RWA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to RWA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

d. **[This paragraph may be replaced with “Intentionally omitted” if the Work is not subject to a grant or loan agreement]** Contractor may perform some of the Work pursuant to funding provided to the RWA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on RWA and its sub-recipients (the “Funding Conditions”). For any such Work, if RWA informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA’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.

10.1 Contractor shall indemnify, defend, protect, and hold harmless RWA, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses

(including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) 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 Claim arising from the sole negligence or willful misconduct of RWA or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnites exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

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: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
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, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name RWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor’s general and automobile 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. RWA’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 RWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to RWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, 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 RWA for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to RWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

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

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

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without RWA'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 RWA in the manner provided in section 11 of this Agreement.

12.4 **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.

12.5 **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 RWA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **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.

12.7 **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 RWA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **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:

RWA:

Regional Water Authority

Attn: _____

Regional Water Authority, 5620 Birdcage St # 180, Citrus Heights, CA 95610

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

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.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Regional Water Authority:

Dated: _____

By: _____
[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
[Name/Title]

AGENDA ITEM 4: REGIONAL GOVERNMENT SERVICES (RGS) EMPLOYEE COMPENSATION STUDY AND POSITION RECLASSIFICATIONS UPDATE

BACKGROUND:

At the April 27, 2022 Executive Committee (EC) meeting, the EC approved an award of contract to RGS to conduct an Employee Compensation Study and Position Reclassifications. At that time, the EC specifically requested that RGS bring forward the list of comparable agencies to be used for their approval prior to undertaking the salary survey comparison. RGS will present the list for Executive Committee input and approval as well as provide an update of the overall study including reclassifications.

Presentation and Information: Patty Howard, RGS Lead Advisor

Action: Provide Direction on Comparable Agencies to be used in Employee Compensation Study

**AGENDA ITEM 5: CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE
EVALUATION**

Government Code §§ 54954.5(e), 54957(b)(1)

Title: Executive Director

AGENDA ITEM 6: LEGISLATIVE/REGULATORY UPDATE

BACKGROUND:

The Legislature is on recess for the month of July. As a result, legislative action has been limited over the last month. There was one bill that was significantly amended before recess that the Executive Committee should consider revising the current position on.

SB 222 (Dodd D- Napa) Would establish a low-income water rate assistance program upon appropriation in legislation (typically the budget). The current position on the bill is support. The bill was amended June 23rd changing the scope and application of the bill significantly. The bill would now require water agencies to have a water rate assistance program and face consequences for not doing so. Staff has met with the sponsor and received some clarification on the intended scope behind the bill, which is to create rate assistance only for low-income households who are directly receiving a water bill. There is an indication that the bill will be amended, and staff are engaged on ways in which a program could be developed where the role of agencies is simply to pass on funds and not have a role in identifying qualifying accounts. Staff recommends changing position to oppose unless amended, reflecting the significance of the changes in the bill and the need to address a host of issues to design a program that is most efficient and effective.

Information and Presentation: Jim Peifer, Executive Director

Action: Take Positions on Legislation

AGENDA ITEM 7: AD HOC COMMITTEE UPDATES

BACKGROUND:

A brief update on the work of Ad Hoc and Standing Committees will occur at each Executive Committee meeting.

Ad Hoc Committees:

- 3x3 Committee – Members: D. York, T. Firenzi, K. Schmitz
- Revisions to [RWA Policy 400.4 Ad Hoc Committee](#) (Executive Director Performance Evaluation Procedure) – Members: R. Dugan (Chair), B. Ewart, C. Sheehan, M. Yasutake, D. York, S. Bigley
- Revisions to [RWA Policy 200.3 Ad Hoc Committee](#) (Election Procedures) – Members: K. Schmitz (Chair), D. York, C. Sheehan, T. Firenzi, C. Lee, A. Foster
- Employee Compensation Survey Oversight Ad Hoc Committee – Members: D. York (Chair), R. Dugan, G. Espindola, R. Greenwood, C. Sheehan
- Space Planning Ad Hoc Committee – Members: D. York (Chair), R. Greenwood, T. Firenzi, S. Bigley
- Purchasing Ad Hoc Committee – Members: R. Scott (Chair), D. York, B. Smith, M. Carrey, T. Barela, T. Eising
- Awards Committee – Members: K. Schmitz (Chair), Paul Schubert, and Paul Selsky

Standing Committees

- Federal Affairs
- Water Quality

Information: Dan York, Chair and Jim Peifer, Executive Director

AGENDA ITEM 8: RWA POLICY 400.4 REVISIONS – EXECUTIVE DIRECTOR PERFORMANCE REVIEW EVALUATION

BACKGROUND:

Receive report from Mr. Robert Dugan on the Ad Hoc Committee's recommendation to revise RWA Policy 400.4.

Discussion: Robert Dugan, Chair of the Policy 400.4 Revisions Ad Hoc Committee

Action: Consider Ad Hoc Committee Revisions and Make Recommendations on Revisions to Policy 400.4 to the RWA Board of Directors

Attachments:

Draft RWA Policy 400.4 Executive Director Performance Evaluation Procedure – Redline

Draft RWA Policy 400.4 Executive Director Performance Evaluation Procedure – Final

Draft RWA SGA Policy 400.4 Executive Director Evaluation Form

REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Human Resources
Policy Title : Executive Director Performance Evaluation Procedure
Policy Number : 400.4
Date Adopted : July 27, 2005
Date Amended : November 8, 2012
Draft Date: July 1, 2022

Purpose of Evaluation

The five purposes of the performance evaluation are:

- ~~1. To clarify the roles and responsibilities of review performance for the Executive Director over the past year based on skill sets and implementation of strategic plan priorities.~~
- ~~4-2. To give the feedback on the Executive Director's performance and to identify areas of strength and where improvement may be needed.~~
- ~~2-3. To strengthen the relationship among the Executive Director, the Regional Water Authority (RWA) Board of Directors and the Sacramento Groundwater Authority (SGA) Board of Directors.~~
- ~~3. To give the incumbent feedback on his/her performance and to identify areas of strength and where improvement may be needed.~~
- ~~4. To establish personal performance objectives for the Executive Director.~~
- ~~5-4. To provide a basis for adjusting compensation and other contract terms and conditions.~~

To establish priorities

Frequency

- ~~5. The schedule for evaluating the Executive Director's performance will be established jointly by the RWA Executive Committee, SGA Board and the Executive Director, for the coming fiscal year.~~

Frequency

Performance Evaluation of the Executive Director will be performed annually or on a schedule otherwise determined by the RWA and SGA Chairs.

Annualized performance period shall be from April 1 through March 31.
Performance review process shall be March 31 through June, with final Executive Committee Action at the June Meeting.

Who is Involved

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The RWA Chair will select an Evaluation Committee ~~comprising~~ composed of four or six members, consisting with an equal number of two members drawn from the RWA Executive Committee and ~~two~~ SGA Board ~~Members from the SGA of Directors.~~ Members of the Evaluation Committee ~~will~~ may not be from the same agency. Whenever feasible, the Chair of the RWA will chair the Evaluation Committee and the Chair of the SGA will serve on the Evaluation Committee. Whenever feasible the respective vice chairs of RWA and SGA are encouraged to participate in the process.

Note: The Executive Director is an employee of the RWA, with which the SGA contracts for management, administrative and staff services.

Confidentiality

Consistent with Government Code sections 6254(c), 54957 and 54963, and common law privacy protections, Board members and other individuals involved with the

evaluation process will maintain the confidentiality of all privileged and/or confidential evaluation materials and discussions.

Evaluation Procedure

The evaluation procedure will typically include the following chronological steps. Days indicated are approximate. The schedule for evaluating the Executive Director's performance will be established jointly by the Evaluation Committee Chair and the Executive Director. For the final step to be completed at the July RWA Board of Directors meeting, the process will need to be initiated no later than May 1.

~~Evaluation Procedure. Days indicated are approximate.
A schedule will be coordinated at the direction of the RWA Chair~~

1. ~~Process~~ Initiation

~~Meeting No. 1: Evaluation Committee including Executive Director~~

1. (Day 1)

Action by Evaluation Committee and Executive Director

A preliminary meeting will be held with the Evaluation Committee and the Executive Director to ~~review.~~

- o Review the RWA Strategic Plan and SGA Groundwater Sustainability Plan and the related priorities set for the year, acknowledging some may have changed during the year.
- o Review the Executive Director's evaluation from the prior year.
- o Review and concur on the content of the evaluation form, evaluation procedures and performance criteria ~~to be evaluated and to set and~~ performance evaluation instructions.
- o Set a schedule for completing the evaluation process. ~~The strategic plans, annual work plans, goals and objectives adopted by the RWA and the SGA, and the Executive Director's prior evaluation shall serve as the bases for the performance criteria to be evaluated.~~

2. ~~Not later~~ Distribution of Evaluation Forms (No Later than Day, 40

2. 7)

Action by ~~Executive Director~~ Evaluation Committee Chair

~~Following the preliminary meeting, the Executive Director~~

The Evaluation Committee Chair will complete a self-assessment using the send evaluation form. The Executive Director will forward a copy of the self-evaluation along with a copy of a blank evaluation form with the agreed upon performance evaluation instructions to members of the Evaluation Committee Executive Director and the members of the RWA Executive Committee. At the discretion of and SGA Boards of Directors. The instructions will require that the completed evaluation forms be returned to the Evaluation Committee Chair, input and/or evaluations may be solicited by the within two weeks.

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~~Return of Evaluation Committee from other RWA and SGA Board members, and Directors, Managers and staff from the member agencies, contracting entities, associate members, and staff of RWA.~~

**3. ~~Not later~~Forms (No Later than Day 24
3. 21)**

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**~~Action by Evaluation Committee & RWA Executive Committee Members
Following receipt of the~~**

- ~~• The Executive Director will complete a self-assessment, individual using the evaluation form and return a copy to the Evaluation Committee members and Chair.~~
- ~~• Members of the RWA Executive Committee members and SGA Boards of Directors will complete the evaluation form and forward return a copy to the Evaluation Committee Chair.~~
- ~~• Only one evaluation form should be returned to the Chair of the RWA Evaluation Committee by each member agency.~~

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**4. ~~Not later than Day 30
Meeting No 2: Evaluation Committee Meeting~~**

- ~~• All evaluations returned will require appropriate identification for consideration as valid input. Anonymous submissions will not be included in the process. It may be necessary for members of the Evaluation Committee to reach out to members who have submitted evaluations to clarify input received.~~

**4. ~~Meeting to Review Assessments and Draft Performance Report (No Later than Day 28)~~
~~Action by Evaluation Committee~~**

~~The Evaluation Committee will meet to review and discuss the evaluations; assessments, the Executive Director's self-assessment and any input solicited or provided from others, and. The Evaluation Committee will prepare a draft "Performance Report," which will represent a summary and compilation of the results of the evaluations and any other valid input obtained. The draft Performance Report may include personal performance objectives, both generally and for each Authority, for the Executive Director.~~

~~5. Not later than Day 35~~

~~Meeting No. 3a:-~~

5. Evaluation Committee Meeting including Executive Director (No Later than Day 35)

Action by Evaluation Committee and Executive Director

- The Evaluation Committee will conduct an interview ~~session~~ with the Executive Director to discuss the ~~evaluation results~~ input received, and the draft Performance Report ~~and to discuss any proposed adjustments to the Executive Director's compensation and contract terms and conditions.~~
- Members of the Evaluation Committee and the Executive Director, at their discretion, may provide information regarding proposed adjustments to compensation and other contract terms and conditions.

~~6. Not later than Day 40~~

~~Meeting No. 3b: Evaluation Committee~~

- The Evaluation Committee and the Executive Director shall discuss priorities from the strategic plan set by the RWA and SGA Boards of Directors and priorities of the Groundwater Sustainability Plan that will require focused attention in the coming year. Note: The Executive Director will facilitate an annual process to identify the Board established RWA strategic plan priorities prior to the evaluation process.
- The Evaluation Committee and Executive Director will have initial discussions on any proposed adjustments to the Executive Director's compensation and contract terms and conditions.

6. Follow-Up Meeting of Evaluation Committee (No Later than Day 42)

Action by Evaluation Committee

Following the interview ~~session~~, the Evaluation Committee will convene or correspond to ~~amend~~ prepare the ~~final~~ draft Performance Report as appropriate, and to discuss and provide written recommendations for adjustments, if any, to the Executive Director's compensation and other contract terms and conditions including priorities from the strategic plan for the coming year.

~~7. Not later than Day 50~~

~~Meeting No. 3c: Chairs of the RWA and the SGA~~

7. Distribution of Final Draft Performance Report to RWA Executive Committee

Action by Chairs of RWA and SGA

~~In the event the Chairs of the RWA and the SGA are not represented on the Evaluation Committee, the Chairs will conduct a conference with the~~

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~~Executive Director to discuss the draft Performance Report and the recommendations, if any, to adjust the Executive Director's compensation and other contract terms and conditions. If the Chair(s) of RWA and/or SGA do not sit on the Evaluation Committee, the Chair of the Evaluation Committee will transmit the draft Performance Report and any recommendations for adjusting compensation and contract terms and conditions to the non-participating Chair(s) at least five days prior to their meeting with the Executive Director.~~

~~8. Prior to the next regularly scheduled meeting of the RWA Executive Committee~~

~~Action by Chairs of RWA and SGA~~

~~The revised final draft Performance Report will be signed by the Chairs of the RWA and the SGA and personally delivered by the Chair of the RWA Executive Committee for discussion in closed session at the next regularly scheduled meeting of the RWA Executive Committee. The draft Performance Report will be provided Evaluation Committee Chair to the members of the RWA Executive Committee not less than four working days prior to the meeting at which it will be discussed. The Evaluation Committee shall also deliver written recommendations for adjustments to the Executive Director's compensation or contract terms and conditions, if any.~~

~~If appropriate, written recommendations for adjustments, if any, to the Executive Director's compensation and other contract terms and conditions will be signed by the Chairs of the RWA and the SGA and personally delivered by the Chair of~~

~~the RWA to the RWA Executive Committee for discussion in open session at the same or a future noticed meeting of the RWA Executive Committee.~~

9.8. RWA Executive Committee

~~Meeting No. 4: Action by RWA Executive Committee, Evaluation Committee, and Executive Director~~

~~The draft Performance Report will be discussed in~~

~~In~~ closed session at a noticed regular meeting ~~of the Evaluation Committee~~. ~~Chair will present the draft Performance Report to~~ the RWA Executive Committee. Attendance and participation by all members of the Evaluation Committee ~~(including the two SGA representatives) at this session is~~ encouraged. At the discretion of the RWA Executive Committee, the Executive Director may be asked to participate in portions of the closed session. The RWA Executive Committee will consider approval (or approval with appropriate amendments) of the final Performance Report.

~~Upon conclusion of~~During the closed session discussion, the Evaluation Committee and approval of the final Performance Report, the RWA Executive Committee ~~will reconvene in open session to may also~~ discuss any recommendations for adjusting the Executive Director's compensation ~~and/or~~ contract terms and conditions proposed by the Evaluation Committee.-
~~Attendance and participation by the Evaluation Committee at this session is encouraged.~~ The RWA Executive Committee may choose to ratify or amend the recommendations of the Evaluation Committee before forwarding final recommendations for adjusting the Executive Director's compensation ~~and/or~~ contract terms and conditions to the RWA Board of Directors for consideration.

~~10. Subsequent to RWA Executive Committee Meeting~~ ~~Meeting No. 5: RWA Chair, SGA Chair, Executive Director~~

~~9. At the discretion of the RWA and SGA Chairs, a final meeting may be convened with the Executive Director to discuss the final Performance Report and any compensation and contract adjustment recommendations proposed by the Evaluation Committee and approved by the Executive Committee. The final Performance Report will be included in the Executive Director's personnel file and RWA Board of Directors Action by Evaluation Committee and RWA Board of Directors~~

~~In closed session at a noticed regular meeting, the Evaluation Committee Chair will present an update on the final Performance Report to the RWA Board of Directors. Attendance and participation by all members of the Evaluation Committee is encouraged. At the discretion of the RWA Executive Committee, the Executive Director may be asked to participate in portions of the closed session. The Evaluation Committee and RWA Board of Directors may also discuss the Executive Committee's recommendations for adjusting the Executive Director's compensation or contract terms and conditions, if any.~~

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Upon conclusion of the closed session, the RWA Board of Directors will be used as a basis for evaluation the following cycle.

11. At the next regularly scheduled meeting of the RWA Board of Directors Meeting No. 6: RWA Board of Directors Meeting
Action by RWA Chair and RWA Board of Directors

The RWA Board of Directors will receive and reconvene in open session and discuss any adjustments to the Executive Director's compensation and/or contract adjustment recommendations proposed by the RWA Executive Committee in open session at a noticed meeting of the RWA Board of Directors terms and conditions, if any. The RWA Board of Directors may choose to reject, ratify, or amend the recommendations of the RWA Executive Committee. At

Setting Priorities for the RWA Chair's discretion, the Following Year

The Executive Committee also may provide copies of Director Shall lead the following procedure to set priorities for the final Performance Report coming year:

1. The Executive Director shall solicit input on the strategic plan and/or a summary of that report to the RWA Board of Directors, subject other priorities from the members (in late Feb or early March)
2. The input from members shall be reviewed by the Executive Director, staff and the Ex Comm (in March)
3. The Executive Director shall propose strategic plan and/or other priorities to all applicable privacy protections accorded the Ex Comm (in April)
4. The Ex Comm should propose the priorities to the Board for adoption (in May)

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Executive Director Bonus Policy

This policy governs the award of an annual, discretionary bonus to the Executive Director if a discretionary bonus is authorized by a written employment agreement between the Executive Director and RWA.

If the written employment agreement contains a term with parameters for the bonus amount, then the agreement shall control. If the written employment agreement does not contain such a term, then the Executive Director's personnel records bonus, if any, shall not exceed 10% of the Executive Director's salary on the effective date of the bonus.

When the RWA Board of Directors determines the eligibility for a discretionary bonus, the Board shall consider if the Executive Director has met organizational expectations "MEETS EXPECTATIONS" in the following areas:

- 1) Core Competencies
- 2) Job Knowledge and Competence

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- 3) Implementation of the RWA Strategic Plan
- 4) Engagement on SGA Priorities

When the RWA Board of Directors determines the amount of a discretionary bonus, the Board shall consider the following factors:

- 1) The overall fiscal health of the RWA Budget. The Bonus itself shall not be funded through debt or reserves.
- 2) Unique performance demonstrated or rated performance that “EXCEEDS EXPECTATIONS” or is “SUPERIOR”.
- 3) Overall Membership Stability.

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REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Human Resources
Policy Title : Executive Director Performance Evaluation Procedure
Policy Number : 400.4
Date Adopted : July 27, 2005
Date Amended : November 8, 2012
Draft Date: July 1, 2022

Purpose of Evaluation

The five purposes of the performance evaluation are:

1. To review performance for the Executive Director over the past year based on skill sets and implementation of strategic plan priorities.
2. To give the feedback on the Executive Director's performance and to identify areas of strength and where improvement may be needed.
3. To strengthen the relationship among the Executive Director, the Regional Water Authority (RWA) Board of Directors and the Sacramento Groundwater Authority (SGA) Board of Directors.
4. To provide a basis for adjusting compensation and other contract terms and conditions.
5. To establish priorities for the Executive Director for the coming fiscal year.

Frequency

Performance Evaluation of the Executive Director will be performed annually or on a schedule otherwise determined by the RWA and SGA Chairs.

Annualized performance period shall be from April 1 through March 31.

Performance review process shall be March 31 through June, with final Executive Committee Action at the June Meeting.

Who is Involved

The RWA Chair will select an Evaluation Committee composed of four or six members with an equal number of members drawn from the RWA Executive Committee and SGA Board of Directors. Members of the Evaluation Committee may not be from the same agency. Whenever feasible, the Chair of the RWA will chair the Evaluation Committee and the Chair of the SGA will serve on the Evaluation Committee. Whenever feasible the respective vice chairs of RWA and SGA are encouraged to participate in the process.

Note: The Executive Director is an employee of the RWA, with which the SGA

contracts for management, administrative and staff services.

Confidentiality

Consistent with Government Code sections 6254(c), 54957 and 54963, and common law privacy protections, Board members and other individuals involved with the evaluation process will maintain the confidentiality of all privileged and/or confidential evaluation materials and discussions.

Evaluation Procedure

The evaluation procedure will typically include the following chronological steps. Days indicated are approximate. The schedule for evaluating the Executive Director's performance will be established jointly by the Evaluation Committee Chair and the Executive Director. For the final step to be completed at the July RWA Board of Directors meeting, the process will need to be initiated no later than May 1.

1. Evaluation Procedure Initiation (Day 1) Action by Evaluation Committee and Executive Director

A preliminary meeting will be held with the Evaluation Committee and the Executive Director to:

- Review the RWA Strategic Plan and SGA Groundwater Sustainability Plan and the related priorities set for the year, acknowledging some may have changed during the year.
- Review the Executive Director's evaluation from the prior year.
- Review and concur on the content of the evaluation form, evaluation procedures and performance criteria and performance evaluation instructions.
- Set a schedule for completing the evaluation process.

2. Distribution of Evaluation Forms (No Later than Day 7) Action by Evaluation Committee Chair

The Evaluation Committee Chair will send evaluation forms with the agreed upon performance evaluation instructions to the Executive Director and members of the RWA and SGA Boards of Directors. The instructions will require that the completed evaluation forms be returned to the Evaluation Committee Chair within two weeks.

3. Return of Evaluation Forms (No Later than Day 21) Action by Evaluation Committee & RWA Executive Committee Members

- The Executive Director will complete a self-assessment using the evaluation form and return a copy to the Evaluation Committee Chair.
- Members of the RWA and SGA Boards of Directors will complete the evaluation form and return a copy to the Evaluation Committee Chair.

- Only one evaluation form should be returned to the Chair of the Evaluation Committee by each member agency.
- All evaluations returned will require appropriate identification for consideration as valid input. Anonymous submissions will not be included in the process. It may be necessary for members of the Evaluation Committee to reach out to members who have submitted evaluations to clarify input received.

4. Meeting to Review Assessments and Draft Performance Report (No Later than Day 28)

Action by Evaluation Committee

The Evaluation Committee will meet to review and discuss the assessments, the Executive Director's self-assessment and any input solicited or provided from others. The Evaluation Committee will prepare a draft "Performance Report," which will represent a summary of the results of the evaluations and any other valid input obtained.

5. Evaluation Committee Meeting including Executive Director (No Later than Day 35)

Action by Evaluation Committee and Executive Director

- The Evaluation Committee will conduct an interview with the Executive Director to discuss the input received, and the draft Performance Report.
- Members of the Evaluation Committee and the Executive Director, at their discretion, may provide information regarding proposed adjustments to compensation and other contract terms and conditions.
- The Evaluation Committee and the Executive Director shall discuss priorities from the strategic plan set by the RWA and SGA Boards of Directors and priorities of the Groundwater Sustainability Plan that will require focused attention in the coming year. Note: The Executive Director will facilitate an annual process to identify the Board established RWA strategic plan priorities prior to the evaluation process.
- The Evaluation Committee and Executive Director will have initial discussions on any proposed adjustments to the Executive Director's compensation and contract terms and conditions.

6. Follow-Up Meeting of Evaluation Committee (No Later than Day 42)

Action by Evaluation Committee

Following the interview, the Evaluation Committee will convene or correspond to prepare the final draft Performance Report as appropriate, and to discuss and provide written recommendations for adjustments, if any, to the Executive Director's compensation and other contract terms and conditions including priorities from the strategic plan for the coming year.

7. Distribution of Final Draft Performance Report to RWA Executive Committee

Action by Evaluation Committee Chair

The final draft Performance Report will be delivered by the Evaluation Committee Chair to the members of the RWA Executive Committee not less than four working days prior to the meeting at which it will be discussed. The Evaluation Committee shall also deliver written recommendations for adjustments to the Executive Director's compensation or contract terms and conditions, if any.

8. RWA Executive Committee

Action by RWA Executive Committee, Evaluation Committee, and Executive Director

In closed session at a noticed regular meeting, the Evaluation Committee Chair will present the draft Performance Report to the RWA Executive Committee. Attendance and participation by all members of the Evaluation Committee is encouraged. At the discretion of the RWA Executive Committee, the Executive Director may be asked to participate in portions of the closed session. The RWA Executive Committee will consider approval (or approval with appropriate amendments) of the final Performance Report.

During the closed session, the Evaluation Committee and Executive Committee may also discuss any recommendations for adjusting the Executive Director's compensation or contract terms and conditions proposed by the Evaluation Committee. The RWA Executive Committee may choose to ratify or amend the recommendations of the Evaluation Committee before forwarding final recommendations for adjusting the Executive Director's compensation or contract terms and conditions to the RWA Board of Directors for consideration.

9. RWA Board of Directors

Action by Evaluation Committee and RWA Board of Directors

In closed session at a noticed regular meeting, the Evaluation Committee Chair will present an update on the final Performance Report to the RWA Board of Directors. Attendance and participation by all members of the Evaluation Committee is encouraged. At the discretion of the RWA Executive Committee, the Executive Director may be asked to participate in portions of the closed session. The Evaluation Committee and RWA Board of Directors may also discuss the Executive Committee's recommendations for adjusting the Executive Director's compensation or contract terms and conditions, if any.

Upon conclusion of the closed session, the RWA Board of Directors will reconvene in open session and discuss adjustments to the Executive Director's compensation or contract terms and conditions, if any. The RWA Board of Directors may choose to reject, ratify, or amend the recommendations of the

Setting Priorities for the Following Year

The Executive Director Shall lead the following procedure to set priorities for the coming year:

1. The Executive Director shall solicit input on the strategic plan and/or other priorities from the members (in late Feb or early March)
2. The input from members shall be reviewed by the Executive Director, staff and the Ex Comm (in March)
3. The Executive Director shall propose strategic plan and/or other priorities to the Ex Comm (in April)
4. The Ex Comm should propose the priorities to the Board for adoption (in May)

Executive Director Bonus Policy

This policy governs the award of an annual, discretionary bonus to the Executive Director if a discretionary bonus is authorized by a written employment agreement between the Executive Director and RWA.

If the written employment agreement contains a term with parameters for the bonus amount, then the agreement shall control. If the written employment agreement does not contain such a term, then the Executive Director's bonus, if any, shall not exceed 10% of the Executive Director's salary on the effective date of the bonus.

When the RWA Board of Directors determines the eligibility for a discretionary bonus, the Board shall consider if the Executive Director has met organizational expectations **"MEETS EXPECTATIONS"** in the following areas:

- 1) Core Competencies
- 2) Job Knowledge and Competence
- 3) Implementation of the RWA Strategic Plan
- 4) Engagement on SGA Priorities

When the RWA Board of Directors determines the amount of a discretionary bonus, the Board shall consider the following factors:

- 1) The overall fiscal health of the RWA Budget. The Bonus itself shall not be funded through debt or reserves.
- 2) Unique performance demonstrated or rated performance that **"EXCEEDS EXPECTATIONS"** or is **"SUPERIOR"**.
- 3) Overall Membership Stability.

RWA and SGA Executive Director Performance Evaluation Form

Employee Name: _____ Date: _____


Review Period: April 2, 20XX – March 31, 20XX

Evaluating Agency Name: _____ RWA or SGA? _____

Submitted By: Name: _____ Title: _____

- This evaluation shall be for the period outlined above.
- RWA members shall evaluate the Executive Director on items I, II, and III below
- SGA members shall evaluate the Executive Director on items I, II, and IV below
- As agency representatives fill out the questionnaire, you are reminded to be constructive in your input consistent with the RWA Adopted Core Values.

RWA CORE VALUES

The Five "I" s 

INTEGRITY	We are respectful and transparent in internal and external interactions. ✓ <i>Our actions are consistent with our stated intentions.</i>
INNOVATIVE	We are visionary and strategic in our approach to anticipating and meeting challenges. ✓ <i>We address changing circumstances proactively, cost-effectively, and with technical sophistication.</i>
INFORMED	We are a trusted and reliable source of information. ✓ <i>We stay current and maintain an understanding of relevant issues, evaluating and communicating how they may affect members and the region</i>
INCLUSIVE	We encourage open participation and equitable treatment amongst and by our members and other stakeholders. ✓ <i>We leverage our members' collective strength to best serve the region.</i>
IMPACTFUL	We accomplish meaningful outcomes for the benefit of our members, the region, and future generations. ✓ <i>We communicate collective positions in a manner that both strengthens, and is strengthened by, the voices of our members.</i>

Grading Scale

The following rating scale guide is being provided to assist in assigning the most appropriate measurement of the employee's performance factors.

Clarification of SGC/RWA

- 1 = UNACCEPTABLE** - Performance is below minimum requirements to meet job expectations. Immediate improvement required to maintain employment.
- 2 = NEEDS IMPROVEMENT** – Performance is acceptable, but improvement is needed to fully meet expectations of position.
- 3 = MEETS EXPECTATIONS** – Able to perform 100% of job duties satisfactorily. Normal guidance, direction, and engagement by board leadership is provided.
- 4 = EXCEEDS EXPECTATIONS** – Frequently exceeds job requirements; all planned objectives were achieved above the established standards and accomplishments were made in unexpected areas as well.
- 5 = SUPERIOR** – Consistently exceeds job performance and expectations.

If your rating is a 1 or a 2, please provide specific comment on where you would like to see improvements.

If your rating is a 4 or a 5, please provide comment on the specific performance objective.

RWA and SGA Executive Director Performance Evaluation Form

I. Core Competencies

A. How well does the Executive Director contribute to a positive overall culture?

Rating: 1 2 3 4 5

Comments:

B. How well does the Executive Director demonstrate the values of the organization? (See the RWA adopted five values below)

Rating: 1 2 3 4 5

Comments:

C. How well does the Executive Director demonstrate respect for the work of others?

Rating: 1 2 3 4 5

Comments:

D. How well does the Executive Director show Initiative, identify threats and seek opportunities to further the organization's goals?

Rating: 1 2 3 4 5

Comments:

E. How well does the Executive Director demonstrate integrity in overall work?

Rating: 1 2 3 4 5

Comments:

II. Job Knowledge and Competence:

A. How well does the Executive Director understand the requirements of the job and shows understanding of scope of the job?

Rating: 1 2 3 4 5

Comments:

B. How well does the Executive Director actively support the organization's objectives and policies?

Rating: 1 2 3 4 5

Comments:

C. How well does the Executive Director manage the day day-to-day operation of the organization including management of the organization; administrative tasks; administer policies and implement procedures; maintain appropriate supervision of the staff/contractors?

Rating: 1 2 3 4 5

Comments:

D. How well does the Executive Director demonstrate fiscal discipline and exert appropriate controls on costs and budgeting?

Rating: 1 2 3 4 5

Comments:

RWA and SGA Executive Director Performance Evaluation Form

E. How receptive is the Executive Director to feedback from Board and peers?

Rating: 1 2 3 4 5

Comments:

F. How well does the Executive Director keep the Board adequately informed?

Rating: 1 2 3 4 5

Comments:

SUPPLEMENTAL FOR RWA EVALUATION ONLY:

Provide a ranking for the Executive Director for each of the following goals:

III. Specific actions to implement the RWA Strategic Plan

A. Planning Goal

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

Rating: 1 2 3 4 5

Comments:

B. Implementation Goal

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

Rating: 1 2 3 4 5

Comments:

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.

Rating: 1 2 3 4 5

Comments:

D. Advocacy Goal

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

Rating: 1 2 3 4 5

Comments:

E. Other priorities identified by the Executive Director and the RWA Board during the prior year's annual review process.

Rating: 1 2 3 4 5

Comments:

RWA and SGA Executive Director Performance Evaluation Form

SUPPLEMENTAL FOR SGA EVALUATION ONLY:

Provide a ranking for the Executive Director for each of the following goals:

IV. Specific Actions Based on SGA Priorities

A. How well is the Executive Director implementing the Groundwater Sustainability Plan?

Rating: 1 2 3 4 5

Comments:

B. How well does the Executive Director implement the Policies established by the SGA?

Rating: 1 2 3 4 5

Comments:

C. How well does the Executive Director advance other priorities identified by the Executive Director and the SGA Board during the prior year's annual review process?

Rating: 1 2 3 4 5

Comments:

AGENDA ITEM 9: EXECUTIVE DIRECTOR'S REPORT

An oral report will be provided.

AGENDA ITEM 10: DIRECTORS' COMMENTS