

# **REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE AGENDA**

**August 24, 2022; 8:30 a.m.**

## **AGENDA**

The public shall have the opportunity to directly address the Committee on any item of interest before or during the Committee's consideration of that item. Public comment on items within the jurisdiction of the Committee 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 Executive Committee less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Executive Committee may consider any agenda item at any time during the meeting.

**Notice:** The Committee meeting will be held in the RWA Board Room and virtually. The RWA Board Room will be open for Committee members and members of the public. Committee members are encouraged to attend in person but are not required to do so.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/81624258507?pwd=NjVTVVRObmR4Wlh6NGVYN01pTkdyUT09>

**You can also dial in using your phone.**

**United States:** +1 (669) 900 6833

**Meeting ID:** 816 2425 8507 **Passcode:** 412552

### **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 July 27, 2022, Executive Committee meeting

3c. Approve the Urban and Multibenefit Drought Relief Grant Program Agreement

**Action: Approve Consent Calendar**

### **4. CLOSED SESSION**

#### **4a. CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

Title: Executive Director

**4b. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS**

Government Code §§ 54954.5(f), 54957.6

Agency designated representatives: Dan York and Tony Firenzi

Unrepresented employee: Executive Director

**5. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**Action: Consider recommendation to Board of Directors for adjustments to Executive Director compensation**

**6. COMPENSATION SURVEY**

Discussion: Dan York, Chair and James Peifer, Executive Director

**Action: Provide Direction to RGS on Comparable Agencies for the Salary Survey**

**7. RWA POLICY 400.4 REVISIONS – EXECUTIVE DIRECTOR PERFORMANCE REVIEW EVALUATION**

Discussion: Dan York, Chair

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

**8. WATER EFFICIENCY RESERVE POLICY (DRAFT RWA POLICY 500.19)**

Discussion: Amy Talbot, Water Efficiency Program Manager

**Action: Recommend Approval of Draft RWA Policy 500.19 - Water Efficiency Reserve Policy to the RWA Board of Directors via consent calendar**

**9. MAJOR PROJECTS MANAGEMENT SERVICES SUBSCRIPTION PROGRAM UPDATE**

Information and Discussion: Michelle Banonis, Manager of Strategic Affairs

**10. LEGISLATIVE/REGULATORY UPDATE**

Information: Ryan Ojakian, Legislative and Regulatory Affairs Manager

**Action: Take Positions on Legislation**

**11. AD HOC COMMITTEE UPDATES**

Information: Jim Peifer, Executive Director

**12. RWA SEPTEMBER BOARD MEETING AGENDAS**

**Action: Approve the RWA September 8, 2022 and September 29, 2022 Board Meeting Agendas**

**13. EXECUTIVE DIRECTOR'S REPORT**

**14. DIRECTORS' COMMENTS**

**ADJOURNMENT**

**Upcoming meetings:**

Executive Committee Meeting: Wednesday, September 28, 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, and potentially September 29, 2022 commencing at 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**

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

## RWA ASSOCIATES

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

## RWA AFFILIATE MEMBERS

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

## **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:

3a. 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).

3b. Approve the minutes of the July 27, 2022 Executive Committee Meeting

3c. Approve the Urban and Multibenefit Drought Relief Grant Program Agreement

**Action: Approve Consent Calendar**

Attachments:

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

3c. Urban and Multibenefit Drought Relief Grant Program Agreement

## **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 JULY 27, 2022 EXECUTIVE COMMITTEE MEETING**

Attachment:

Draft July 27, 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**

Ron Greenwood, Carmichael Water District  
Brett Ewart, City of 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, Rob Swartz, Monica Garcia, Josette Reina-Luken, Cecilia Partridge, Michelle Banonis, Amy Talbot, Raiyna Villasenor and Ryan Bezerra, Legal Counsel

**Others in Attendance**

Paul Helliker, Brian Sanders, Jay Boatwright, Mark Emmerson, Charles Duncan, Bruce Kamilos, Greg Zlotnick, Patty Howard, Robert Dugan and Anne Sanger

**2. PUBLIC COMMENT**

None

Chair York announced that the agenda items would be reported in a different order than noted on the agenda. The minutes reflect the items in the order listed on the agenda.

**3. CONSENT CALENDAR:**

- 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

Motion/Second/Carried (M/S/C) Mr. Ewart moved, with a second by Ms. Espindola to approve the consent calendar items, authorize a Teleconference meeting, approve the minutes of the June 22, 2022 Executive Committee meeting and Authorize the Executive Director to enter into a Professional Services Agreement for WEP Regional Toilet Saturation Study. Ron

Greenwood, Carmichael Water District, Brett Ewart, City of 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. The motion passed.

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

Patty Howard, RGS Lead Advisor, gave a presentation on the RWA classification and compensation study. She provided information on the classification study next steps and what needs to be done before the compensation study can begin, the benefit components, comparable agencies and recommendations for staff positions and the Executive Director position. She suggested no fewer than eight and no more than fourteen agencies be selected for comparison.

Mr. Peifer said that the compensation study results are used to reset staff salary bands. In addition to selecting agencies for comparison the benefit components to include in the study also need to be defined.

There was discussion about the time frame to provide the selected comparable agencies to RGS for the compensation study to be completed by the end of the year. It was suggested that RGS pick the agencies that are closest to staff classifications and that flextime or working remotely be considered in the study for future staff recruitment and retention. Ms. Howard said that the end of August was the deadline for RGS to receive the agency comparison information to have the study completed by November.

After discussion it was suggested that a meeting with Ms. Howard and the Employee Compensation Survey Oversight Ad Hoc Committee be scheduled to discuss comparable agencies and other relevant items for the study. A recommendation will be presented by the committee to the Executive Committee at the August meeting.

**No motion was made at this time.**

**5. CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code §§ 54954.5(e), 54957(b)(1) Title: Executive Director  
There was nothing to report.

**6. LEGISLATIVE/REGULATORY UPDATE**

Mr. Peifer provided an update on SB 222 which would establish a state-run water rate assistance program upon funding. RWA staff suggested changing the current Support position to Oppose Unless Amended.

M/S/C Mr. Firenzi moved, with a second by Ms. Espindola to take an Oppose Unless Amended position on SB 222 as recommended by staff. Ron

Greenwood, Carmichael Water District, Brett Ewart, City of 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. The motion passed.

## **7. AD HOC COMMITTEE UPDATES**

Mr. Peifer said that there was a recommendation from the 3x3 committee to cease work on developing a governance structure that would merge the SGA and SCGA.

The 200.3 Election Procedures Ad Hoc Committee has met, and a proposal has been provided to Andrew Ramos, legal counsel. The proposal will reduce the rounds of voting and simplify the process for electing the Executive Committee.

Spacing issues still need to be resolved as staff has outgrown the current office space.

The Purchasing Ad Hoc Committee is progressing under the leadership of Rebecca Scott.

The Awards Committee will be meeting towards the end of the year.

The second Water Quality meeting was held with operations staff from the region. Lunch sponsorship for future meetings is requested.

Chair York announced a Policy 200.2 (Authority Delegated to the Executive Committee) Ad Hoc Committee to review the policy to improve efficiency. The members are Greg Zlotnick, Chair, Paul Selsky, Audie Foster, Tony Firenzi, Bruce Kamilos, Dan York and Jim Peifer.

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

Mr. Dugan gave a report on the revisions resulting from the Revisions to RWA Policy 400.4 Ad Hoc Committee made on RWA Policy 400.4. The committee compiled the input received from members on the best way to evaluate the Executive Director of our organization. A new evaluation tool with criteria to measure our expectations is being recommended for approval to be presented to the board. He explained the different sections of the RWA and SGA Executive Director Performance Evaluation form and detailed the changes and revisions made in the document.

There was discussion on retaining a third-party facilitator if deemed necessary or appropriate by consensus of the Executive Director and Executive Committee. A facilitator would assist in coordinating discussion between the Executive Director, Evaluation Committee and Executive Director on changes to the total compensation package or contract. The decision to retain a third-party facilitator could be made

later.

Under the “Who is Involved” section, it was suggested that a sentence be added at the end of the first paragraph stating, “At least one of the committee members shall be an elected official from a different member agency.”

M/S/C Mr. Ewart moved, with a second by Mr. Firenzi to consider the Ad Hoc Committee revisions with the suggested amendment and make recommendations on revisions to Policy 400.4 to the RWA Board of Directors. Ron Greenwood, Carmichael Water District, Brett Ewart, City of 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. The motion passed.

## **9. EXECUTIVE DIRECTOR’S REPORT**

Mr. Peifer introduced Raiyna Villasenor as the new RWA and SGA employee. Ms. Villasenor has an impressive resume with a variety of experience gained from consulting services while with ESA. Raiyna will primarily assist with implementation of the SGA Groundwater Sustainability Plan.

RWA gained support at the ACWA DC conference from the regional delegation for water supply and reliability issues.

The NWRA conference in Montana showed that western states have similar water issues.

He informed the Executive Committee that staff is making progress on finalizing the procedures to hold hybrid meetings in the office. Cameras and equipment have been purchased and are being evaluated.

## **10. DIRECTORS’ COMMENTS**

There were no directors’ comments.

## **ADJOURNMENT**

Chair York adjourned the meeting at 11:18 a.m.

By:

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Chairperson

Attest:

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Board Secretary

**AGENDA ITEM 3c.: APPROVE THE URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM AGREEMENT**

**BACKGROUND:**

RWA was awarded an Urban and Multibenefit Drought Relief Grant from the California Department of Water Resources (DWR) to fund three projects proposed by member agencies. The grant award totals \$7.4 million and will fund groundwater wells for Orange Vale Water Company, Fair Oaks Water District, and Carmichael Water District.

RWA will manage the grant on behalf of the participants through a subscription program agreement (attached). The program will be fully funded by the participants and will not have a fiscal impact to RWA. The agreement has been reviewed by RWA legal counsel.

Attachment:

Urban and Multibenefit Drought Relief Grant Program Agreement



## **REGIONAL WATER AUTHORITY PROGRAM AGREEMENT**

### **URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT**

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code sections 6500 and following, and the RWA Members and Contracting Entities listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

### **RECITALS**

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

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

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

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

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

F. RWA developed and submitted an application for funding on behalf of RWA member agencies in response to the 2021 Urban and Multibenefit Drought Relief Grant Program.

G. The California Department of Water Resources has awarded an Urban and Multibenefit Drought Relief Grant to fund three priority projects that will help provide immediate drought relief for urban communities.

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

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

**2. Description of the Project.** The project that RWA and the Participants desire to carry out involves completing the suite of three projects included in RWA's application to the California Department of Water Resources ("DWR") for an Urban and Multibenefit Drought Relief Grant under the Budget Act of 2021 (Stats. 2021, ch. 240, § 80), which allocated funds to DWR to deliver grants for interim and immediate drought relief to urban communities and for multibenefit projects, to fund certain Participant projects as submitted on November 19, 2021. These projects are identified in Exhibit 1 of this Project Agreement.

**3. Project Committee.** The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.

**4. Sharing in Project Costs and Benefits.** Each Participant will pay an apportioned share of project management costs ("Management Fee"), which include all estimated project management expenses (see Article 7 of this Agreement) for the duration of the Project. The Grant Award and Management Fee for each Participant is shown in Exhibit 1. Except as otherwise authorized in this Agreement, a Participant's Management Fee shall not exceed the amount shown in Exhibit 1. A portion of the Management Fee of each of the Participants will be funded directly through the grant award. That portion will not be directly reimbursed to the Participants, but will be used to cover a portion of RWA's project management costs. This results in the Net Grant Award shown in Exhibit 1, which will be directly reimbursed to the Participants.

The Project Committee will pay back any surplus funds, including any excess Management Fees, to the Participants on an apportioned share basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and

indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

**5. Role of Participants.** Participants to this Project Agreement acknowledge that RWA has executed a grant agreement and amendment with DWR to accept the Urban and Multibenefit Drought Relief Grant. The Participants, acting as Local Project Sponsors, shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance of their respective projects. The Participants shall also act on behalf of RWA in the fulfillment of responsibilities as specified in the amended grant agreement with DWR. Specified responsibilities are identified in Exhibit 2 of this Project Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement or Exhibit 2 hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach. RWA also will have no liability to any Participant for the unavailability of grant funds from the DWR or any other state or federal agency.

**6. Role of RWA.** The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

**7. RWA Project Management Expenses.** As part of the project management budget of \$60,000 (including legal fees, data collection and retrieval, report preparation, project management, project audits, and other activities necessary to complete the project), each Participant will pay RWA the amount shown in Exhibit 1 as its Management Fee. The Participant Local Share Management Fee of \$20,000 being collected represents the difference between the amount to be reimbursed by DWR and the total project management budget. The total amount of \$60,000 to manage the grant is based on a cost estimate developed by RWA staff, which is attached as Exhibit 3. While none are anticipated at this time, any fee increases above the not-to-exceed budget would require a written amendment to this Agreement approved by each Participant.

**8. Authorization to Proceed with the Project.** The Project is authorized to proceed upon the commitment of \$20,000 by the Project Participants to fund the local share of Project costs. Upon execution of this Agreement, each Participant agrees to pay their Management Fee as required by Articles 4 and 7. Payments will be due and payable upon RWA's presentation of an invoice to each Participant.

**9. Term.** This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.

**10. Withdrawal.** A Participant may withdraw from this Agreement at any time, effective upon sixty days' notice to RWA and the other Participants, provided that the withdrawing

Participant will not be entitled to a refund of any portion of its initial Project costs and initial Management Fee payment.

**11. Amendments.** This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

**12. General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by electronic mail; or (c) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Urban and Multibenefit Drought Relief Grant Project Agreement, is hereby consented to and authorized by RWA and the Participants.

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Organization

---

Printed Name, Title

---

Signature

---

Date

---

Regional Water Authority

---

Printed Name, Title

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Signature

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Date

## EXHIBIT 1

### PROJECT PARTICIPANT AWARDS AND FEES

#	Organization	Project Name	Grant Award	All Other Cost	Total Cost	Local Share Management Fee
0	Regional Water Authority	Grant Administration	\$40,000	\$20,000	\$60,000	\$0
1	Orange Vale Water Company	Well #3 Treatment Plant	\$2,209,033	\$2,205,700	\$4,414,733	\$6,666
2	Fair Oaks Water District	Skyway Well Phase II Project	\$1,182,833	\$1,179,500	\$2,362,333	\$6,666
3	Carmichael Water District	La Sierra Aquifer Storage and Recovery Well	\$4,003,333	\$2,000,000	\$6,003,333	\$6,667
		Total	\$7,435,200	\$5,405,200	\$12,840,400	\$20,000

## EXHIBIT 2

### PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER DWR URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT AGREEMENT

Each Participant listed in Exhibit 1, acting as a Local Project Sponsor, has agreed in accordance with Section 5 of the Program Agreement that it will fully and timely perform all Local Project Sponsor obligations. Under Article 4 of the Urban and Multibenefit Drought Relief Grant Agreement between RWA and DWR (“Grant Agreement”), each Local Project Sponsor is required to act on behalf of RWA for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA’s responsibilities under the agreement.

The Grant Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of the executed final Grant Agreement. Any new or amended terms and conditions in subsequent versions of the Grant Agreement will govern over the similar terms and conditions stated in this Exhibit 2.

Each Participant will include all applicable provisions in this Exhibit 2 as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

With reference to the attached Grant Agreement, each Participant is required to:

#### **I. Financial Provisions**

A. Grant Reimbursable Share. Each participant may include eligible costs for its project incurred after December 22, 2021 in its grant reimbursable amount.

B. Basic Conditions. A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan”.
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  - a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

- b. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
    - i. The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State, and
    - iii. The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.
- iv. The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
- v. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable

C. Eligible Project Costs. The Participant and Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

D. Invoice Information. Invoices must include all of the information provided in Article 7, page 4 of the attached Grant Agreement. RWA will provide Participants with information on preparing reimbursement requests and the information required to prepare and submit invoices to DWR. Each Participant will promptly respond to any RWA request for additional information necessary for RWA staff to prepare reimbursement requests acceptable to DWR.

E. Accounting and Deposit of Funding Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant's obligations all of the accounting, disclosure and return of funds provisions set forth in Article D.1, Exhibit D of the attached Grant Agreement.

## **II. Permitting and Environmental Compliance**

A. Environmental Compliance. No Participant may proceed with any project work that is subject to CEQA and any other environmental permitting requirements until Participant: (1) submits all applicable environmental permits indicated on the Environmental Information Form to DWR; (2) provides copies of any CEQA documents required for its project to DWR; and (3) after DWR completes any required CEQA compliance review as a Responsible Agency, receives written concurrence from the DWR of Participant's CEQA documents and DWR's notice of verification of environmental permit submittal.

B. Permits, Licenses, and Approvals. Each Participant shall be responsible for ensuring that any and all permits, licenses, and approvals required for performing its project are obtained, and shall comply with federal, State and local laws, rules, and regulations, guidelines, and requirements applicable to its project. Each participant shall provide copies of permits and approvals to RWA for submission to DWR.

## **III. Reporting and Audit Obligations**

A. Submission of Reports. Each Participant will provide all reports (including Quarterly Progress, Water Management Status, Project Completion, Grant Completion, and Post-Performance Reports), data, information, and certifications necessary for RWA to comply with all DWR reporting requirement provided in the Grant Agreement. RWA will provide Participants with template report forms, reporting and instructions and related assistance to ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports. The types, format, content, and timing of required reports is provided in Exhibit F to the attached Grant Agreement and Participants are encouraged to review and familiarize themselves with that information. Water Management Status reporting requirements are described in Article 12 of the attached Grant Agreement.

B. State Audits. The State reserves the right to conduct an audit at any time between the execution of the Grant Agreement and the completion of any or all projects funded by the Grant Agreement. After completion of all projects, the State may require RWA to obtain a final audit conducted by an independent Certified Public Accountant. In addition, under Government Code section 8546.7, the State may audit the performance of the Grant Agreement or of individual projects for a period of three years after final payment under the Grant Agreement (i.e., completion of all projects and payment of closing invoice). Participants, and their contractors and subcontractors, are required to preserve all project-related records and data for a minimum of three years after final payment under the Grant Agreement. See Exhibit H to the attached Grant Agreement for a listing of documents and records that State Auditors would require for review if this grant or any individual project(s) funded by it are audited.

C. Disposition of Equipment. Upon RWA's request, each Participant shall provide a final inventory list of equipment purchased with grant funds provided by DWR with a current estimated fair market value of more than \$5,000 per item. Under the Grant Agreement, DWR reserves the right to take title and possession of any items listed in the inventory that it identified in writing



within 60 days of receipt of such inventory. All other listed items shall become the Participant's property.

D. Retention. DWR shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. Upon approval of the Final Project report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest. As noted in Section III.A., above, and Article D 34. of the Grant Agreement. Upon receipt of the retained funds held by DWR, RWA will distribute those funds to each Participant in accordance with the previously agreed amount due.

#### **IV. Project Construction and Operation**

A. Labor Code Compliance. Each Participant agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

B. Operation and Maintenance of Project. Each Participant shall ensure the proper start up and continued efficient and economical operation of its project. Such obligation includes making all repairs, renewals, and replacements necessary to the efficient operation and maintenance of the project. Operations and maintenance costs of funded projects are not reimbursable expenses under the Grant Agreement and each Participant shall be solely liable for payment of such costs.

C. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of the State and any cost-sharing partners for their support when promoting their projects or using any data or information developed under the Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Participant's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Participant shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph. Each participant shall notify RWA and DWR that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D. Competitive Bidding and Procurement. Each Participant's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or

sole source process, the Department of General Services' State Contracting Manual rules shall be followed.

E. Performance Bond. Where contractors are used, the Participant shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Participant in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

F. Priority Hiring Considerations. If this Grant agreement includes services in excess of \$200,000, the Participant shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

G. Inspections and Certification by Engineer.

1. Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications thereto and with the Grant Agreement.

2. The State shall have the right to inspect project work being performed at any and all reasonable times. Each Participant shall include provisions ensuring such access for the State in all contracts and subcontracts entered into for projects funded under the Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Participant and its contractors and subcontractors relating to this Grant Agreement.

## **V. Regulatory Requirements**

A. Child Support Obligations. Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. Drug-Free Workplace. Each Participant certifies, under penalty of perjury under the laws of State of California, its compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking all of the actions provided in Article D.15, Exhibit D to the attached Grant Agreement.

C. Nondiscrimination. Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 *et seq.*). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

D. Americans With Disabilities Act. Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), and all applicable regulations and guidelines issued pursuant to the ADA.

E. Groundwater Monitoring. Any Participant carrying out a groundwater project or project that includes groundwater monitoring requirements funded by the Grant Agreement shall ensure that such projects are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code 10780 *et seq.*) and, where applicable, that projects affecting water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

## **VI. Miscellaneous Provisions**

A. Computer Software. Each Participant certifies that it has appropriate controls in place to ensure that grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Project Monitoring Plan Requirements. Each Participant shall provide all data, information and cooperation requested by RWA to assist it with the preparation and submittal of the Project Monitoring Plan required under Exhibit L of the attached Grant Agreement.

C. Notification of State. Each Participant will promptly notify RWA in writing of the following:

1. Events or proposed changes in a project that could affect the scope, budget, or work performed under the Grant Agreement.

2. Any public or media event publicizing the accomplishments or results of a project funded under the Grant Agreement. Participants shall notify RWA at least 14 calendar days in advance of any such event to provide State representatives with the opportunity to attend and participate.

3. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Participant agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and DWR has determined what actions should be taken to protect and preserve the resource. The Participant agrees to implement appropriate actions as directed by DWR.

4. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

5. Final inspection of a completed project by a Registered Civil Engineer (See Item IV.E, above). Participants shall notify RWA at least 14 calendar days in advance of any such inspection in order to provide State representatives with the opportunity to participate.

D. Prohibition Against Disposal of Project Without State Permission. Participants shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with their projects without DWR's prior permission. Participants also shall not take any action relating to user fees, charges, and assessments that could adversely affect its ability to meet its obligations under the Grant Agreement, without prior written permission of State.

E. Indemnification. Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

**EXHIBIT 2, APPENDIX A**

**URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT AGREEMENT,  
AMENDMENT 1 BETWEEN RWA AND DWR  
[To be inserted in final executed agreement]**

### EXHIBIT 3

#### RWA COST ESTIMATE – URBAN MULTIBENEFIT DROUGHT RELIEF GRANT MANAGEMENT

Project Management Tasks	Staff	Hrs	Rate	Total
Finalize Grant Agreement with DWR	Mgr of Tech Services	12	210	\$2,520
Prepare Project Agreement	Legal Counsel	2	345	\$690
	Project Research Asst.	8	105	\$840
Grant Agreement Support to Grant Recipients (includes modification requests)	Mgr of Tech Services	16	210	\$3,360
	Project Research Asst.	84	105	\$8,820
Conduct and Document Grant Recipient Meetings (up to 2 meetings)	Mgr of Tech Services	4	210	\$840
	Project Research Asst.	8	105	\$840
Compile and Submit Requirements for Disbursement for Projects (includes Performance Monitoring Plan)	Mgr of Tech Services	2	210	\$420
	Project Research Asst.	24	105	\$2,520
Prepare Invoices for Grant Reimbursement to DWR	Mgr of Tech Services	4	210	\$840
	Admin/Finance Manager	8	135	\$1,080
(up to 8 total)	Project Research Asst.	128	105	\$13,440
Prepare Quarter Reports to DWR (up to 8)	Mgr of Tech Services	4	210	\$840
	Project Research Asst.	128	105	\$13,440
Prepare Project Completion Reports	Mgr of Tech Services	3	210	\$630
	Project Research Asst.	12	105	\$1,260
Prepare Grant Completion Report	Mgr of Tech Services	2	210	\$420
	Project Research Asst.	24	105	\$2,520
Coordination Meetings with DWR (up to 4 meetings)	Mgr of Tech Services	8	210	\$1,680
	Project Research Asst.	16	105	\$1,680
Post Project Monitoring	Project Research Asst.	12	110	\$1,320
<b>Total RWA Project Management Cost</b>				<b>\$60,000</b>

**AGENDA ITEM 4: CLOSED SESSION**

**AGENDA ITEM 4a.: CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE  
EVALUATION**

Government Code §§ 54954.5(e),  
54957(b)(1) Title: Executive Director



#### **AGENDA ITEM 4b.: CONFERENCE WITH LABOR NEGOTIATORS**

Government Code §§ 54954.5(f), 54957.6

Agency designated representatives: Dan York and Tony Firenzi

Unrepresented employee: Executive Director

## **AGENDA ITEM 5: EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**Action: Consider Recommendation to Board of Directors for adjustments to Executive Director compensation**

## **AGENDA ITEM 6: COMPENSATION SURVEY**

### **BACKGROUND:**

This item is a carryover item from the July 27, 2022 Executive Committee meeting. RGS presented a preliminary list of comparable agencies and requested that the Executive Committee reduce the number of agencies to fit within the project scope. After discussion, the Executive Committee referred the request to the ad hoc committee for further deliberation. The ad hoc committee is scheduled to meet on August 22, 2022. The purpose of this item is to report the ad hoc committee's recommendations.

Discussion: Dan York, Chair and James Peifer, Executive Director

**Action: Provide Direction to RGS on Comparable Agencies for the Salary Survey**

## **AGENDA ITEM 7: RWA POLICY 400.4 REVISIONS – EXECUTIVE DIRECTOR PERFORMANCE REVIEW EVALUATION**

### **BACKGROUND:**

This item is a carryover item from the July 27, 2022 Executive Committee meeting. Robert Dugan, Policy 400.4 Ad Hoc Committee Chair, presented a draft policy version reflecting recommended changes as well as a new Executive Director evaluation form. The Executive Committee discussed and suggested several edits. The purpose of this item is to present an updated, clean version of the draft policy and evaluation form to the Executive Committee for final consideration and recommendation to the RWA Board of Directors.

Discussion: Dan York, Chair

**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  
Draft RWA Policy 400.4 RWA and SGA Executive Director Evaluation Form

# REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

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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

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## 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 **or appropriate**, 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. **At least one member of the committee of shall be an elected official from a different member agency.**

*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 RWA Executive Committee.

### **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 

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

**A rating of 3 reflects solid performance on a performance objective that meets the expectations of members. If your rating is a 1 or a 2, please provide specific comment on where you would like to see improvements.**

## RWA and SGA Executive Director Performance Evaluation Form

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

### **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

## RWA and SGA Executive Director Performance Evaluation Form

Comments:

**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 8: WATER EFFICIENCY RESERVE POLICY (DRAFT RWA POLICY 500.19)**

### **BACKGROUND:**

This policy establishes a Water Efficiency Program (WEP) level of reserve funds to mitigate current and future risks due to revenue shortfalls, unanticipated expenses, and expense fluctuations resulting from grant implementation/management. An adequate level of reserves is necessary to effectively administer both the regional Water Efficiency Program and its associated grants with a combined annual budget ranging from \$580,000 to \$1,500,000 (depending on available grant funding). The reserve balance will be reviewed annually during the WEP budgeting process and may be revised as needed.

This policy has been reviewed and approved by the WEP's Regional Water Efficiency Program Advisory Committee, which is comprised of staff from all participating suppliers. The Executive Committee reviewed and recommended this policy for RWA Board of Directors' approval at the July 7, 2022 Board meeting, but was revised as there were some questions about the policy wording specific to reserve levels, inflation increases, etc. The revised version of this draft policy is attached with track changes to reflect the changes.

Information and Presentation: Amy Talbot, Water Efficiency Program Manager

**Action: Recommend Approval of Draft RWA Policy 500.19 - Water Efficiency Reserve Policy to the RWA Board of Directors via consent calendar**

Attachment:

Draft RWA Policy 500.19 – Water Efficiency Program Reserve

# REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

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Policy Type : Fiscal Management  
Policy Title : Water Efficiency Program Reserve Policy  
Policy Number : 500.19  
Date Adopted : ~~September 8~~ July 7, 2022  
Date Amended :

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## WATER EFFICIENCY PROGRAM RESERVE POLICY

The policy establishes Water Efficiency Program (WEP) level of reserve funds to mitigate current and future risks due to revenue shortfalls, unanticipated expenses and expense fluctuations due to grant implementation/management. These funds are a crucial consideration in long-term financial planning. An adequate level of reserves is necessary to effectively administering both the regional Water Efficiency Program and its associated grants. The reserve balance will be reviewed annually during the WEP budgeting process and may be revised as necessary, including but not limited to temporary suspension or reduction of indicated minimum target balance.

### I. Water Efficiency Program Reserve Fund

- A. Purpose: To ensure resources to support the RWA Water Efficiency Program (Program)'s ability to effectively administer grant programs, respond to drought emergencies, adapt to changing regulations and establish reserve funding in the event of unexpected program revenue loss.
- B. Use of Funds: These funds will be used specifically for the purpose(s) stated above. Designation and/or use of the funds, will be approved by the Regional Water Efficiency Program Advisory Committee (RWE PAC).
- C. Rationale: Over the last several decades years, the Water Efficiency Program has developed into a multifaceted complex program, requiring the establishment of a stabilization fund to ensure all faucets of the program continue to run effectively, are financially supported and can respond to changing supply or programmatic conditions in a timely manner.

- D. Target Balance: The target balance for WEP reserve is ~~\$300,000~~ ~~(\$150,000 for grant administration cash flow, \$100,000~~ 17% of Water Efficiency Program annual budget for program reserve, and \$50,000 for drought response/program design). ~~The target balance will be annually indexed with inflation to ensure the intended level of support is maintained over time.~~ If the net target balance is exceeded (above a 10% buffer), the Water Efficiency Program Manager will designate overage towards supporting programs and/or reducing program supplier dues after consultation with program participants. Corrective action may be taken in the same fiscal year or planned for the next fiscal year, as approved by the RWE PAC.
- E. Replenishment: The RWE PAC and/or the RWA Board have the option to approve a program dues increase or identify another revenue source to replenish the stabilization fund to the target balance level.



## **AGENDA ITEM 9: MAJOR PROJECTS MANAGEMENT SERVICES SUBSCRIPTION PROGRAM UPDATE**

### **BACKGROUND:**

The Major Projects Management Services (MPMS) Subscription Program (Program) provides participating RWA members assistance in navigating complex regulatory and administrative issues that are associated with surface water management. When the MPMS Program was authorized by the Board in September 2020, policy issues such as the Bay-Delta Water Quality Control Plan (Bay-Delta Plan) update were the types of items considered as being supported by the program. Additionally, to ensure that information discussed with MPMS members remained confidential and protected, MPMS members signed a Common Interest Agreement (CIA). The CIA is a separate agreement with different terms than the MPMS program agreement. The Board of Directors authorized the RWA to participate in the CIA on March 11, 2021. Since the hiring of the Manager of Strategic Affairs in February 2021, the program has been providing support for the Voluntary Agreement (VA) process, which seeks to provide an alternative means to achieving reasonable and beneficial uses of water as defined in the Bay-Delta Plan. This support has included providing American River region water providers with extensive coordination and negotiation with local, state, and federal officials, and it is anticipated that a draft VA package will be submitted to the State Water Resources Control Board this summer for their environmental analysis. Actual execution of VAs by several RWA members likely will be necessary when the State Board's administrative and environmental process is complete. That process may require 18 months to two years.

Since the MPMS Program's inception, other critical regulatory and policy matters have surfaced, including the Reinitiation of Consultation (ROC) on the Coordinated Long-term Operation (LTO) of the Central Valley Project and the State Water Project. The Biological Opinion Subscriptions Services (BOSS) Agreement was approved by the RWA Board of Directors this year and is intended to provide support services to American River region water providers on the ROC on LTO in order to navigate the complicated realm of the National Environmental Policy Act and Endangered Species matters. Another key issue that has arisen is the resurrection of Delta conveyance in the form of the Delta Conveyance Program (DCP). While still being worked through, it is anticipated that the American River region will need technical and policy support related to DCP to ensure there are no adverse impacts to American River Water Users, and this support will likely be provided through the MPMS Program.

The MPMS Program members have been coordinating on complex, interrelated water management issues of statewide importance. Some of those members are likely to retain consultants to provide confidential technical analysis and advice under the CIA. RWA staff is likely to be involved in managing that confidential work under the CIA. One member of the MPMS Program has been removed from membership in the CIA group, but RWA will need to maintain confidentiality over the confidential material developed under the CIA. Accordingly, not all members of the CIA may have access to confidential

information that the CIA group develops, or receives, in conjunction with RWA. Current signatories to the CIA have been continuing to coordinate and work through confidential information related to regional policy issues covered under the program.

Information and Presentation: Michelle Banonis, Manager of Strategic Affairs

## **AGENDA ITEM 10: LEGISLATIVE/REGULATORY UPDATE**

### **BACKGROUND:**

The legislative year ends at midnight on August 31<sup>st</sup>. RWA is actively monitoring 24 bills heading into the Legislatures final weeks. RWA has an oppose or an oppose unless amended on two bills (SB 1157 and SB 222), RWA has a support or support if amended on twelve bills, and a watch or neutral position on ten bills. At this time there are no bills that the executive committee has not seen prior to the August meeting. The bills that are likely to be most controversial and receive the most attention are:

SB 222 (Dodd D- Napa) Would establish a low-income water rate assistance program upon appropriation in legislation (typically the budget). The current RWA position on the bill is oppose unless amended. The bill was last amended August 11<sup>th</sup>, those amendments moved the bill in the right direction. Initially the author was signaling that those would be the final set of amendments, however there may be some ability to have the bill further amended to limit the application of the bill only to the extent the program is funded and to clarify that the state will be responsible to enrollment verification.

SB 1157 (Hertzberg D- Van Nuys) Would lower the indoor water use efficiency standards in existing law. The current RWA position on the bill is oppose unless amended. Specifically, the bill would lower the indoor standard from 52.5 GPCD in 2025 to 47 GPCD and from 50 GPCD in 2030 to 42 GPCD. The bill was improved with amendments in Assembly Water, Parks, and Wildlife to require additional state studies on impacts of the standard on affordability and create a new variance process. Those amendments caused a number of statewide associations (CMUA, CASA, WateReuse) to move to neutral. However, it appears that the author is looking to roll back the amendments which improved the bill.

SB 1205 (Allen D- Santa Monica) Would require the State Water Board to consider climate change in water rights permits. RWA has a watch position on the bill. The biggest outstanding question in the bill is will the consideration of climate change apply only to new water rights permits applications after the bill would take effect (January 1, 2023) or would it apply to applications that are pending. The bill is expected to be amended to limit the ability of the water board to delay a permit application that is in process.

AB 2201 (Bennett D- Ventura) Would revise the well application permit process to require sign-off by a GSA and a well-by-well analysis, as specified, by the well permit applicant. RWA has a support position on the bill. The bill was amended August 11<sup>th</sup> to limit the permitting agencies consideration of the well-by-well analysis and to eliminate analysis of subsidence. The amendments were advance by Appropriations committee and not the author. It is not clear how the author intends to proceed at this time.

In addition to concluding business on bills, it is highly likely that the Legislature and Administration will conclude the budget process by the August 31<sup>st</sup> deadline. There is an expectation that water resilience will be funded in the range of \$1.5 billion to \$3 billion. There is hope that there will be funding for watershed resilience, which will target source watersheds and not be a population-based funding formula.

Information and Presentation: Ryan Ojakian Legislative and Regulatory Affairs Program Manager

**Action: Take Positions on Legislation**

## **AGENDA ITEM 11: 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 200.2 Ad Hoc Committee](#) (Authority Delegated to the Executive Committee) – Members: G. Zlotnick (Chair), P. Selsky, A Foster/E. Jacobs, T. Firenzi, B. Kamilos, D York
- Revisions to [RWA Policy 200.3 Ad Hoc Committee](#) (Election Procedures) – Members: K. Schmitz (Chair), D. York, C. Sheehan, T. Firenzi, A. Foster, M. Yasutake
- Employee Compensation Survey Oversight Ad Hoc Committee – Members: D. York (Chair), G. Espindola, R. Greenwood, C. Sheehan, R. Dugan
- Space Planning Ad Hoc Committee – Members: D. York (Chair), R. Greenwood, T. Firenzi, Audie Foster
- Purchasing Ad Hoc Committee – Members: R. Scott (Chair), D. York, B. Smith, M. Carrey, T. Barela, T. Eising
- Executive Director Performance Review Committee – Dan York (Chair), Tony Firenze, Marcus Yasutake, Randy Marx, Caryl Sheehan, Sean Bigley and Bruce Kamilos
- Awards Committee – Members: K. Schmitz (Chair), Paul Schubert, and Paul Selsky

#### **Standing Committees**

- Federal Affairs
- Water Quality

Information: Jim Peifer, Executive Director

**AGENDA ITEM 12: RWA SEPTEMBER BOARD MEETING AGENDAS**

**Action: Approve the RWA September 8, 2022 and September 29, 2022 Board Meeting Agendas**

**REGIONAL WATER AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Thursday, September 8, 2022; 9:00 a.m.**

**AGENDA**

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Board of Directors may consider any agenda item at any time during the meeting.

**Notice:** The Board meeting will be held in the RWA Board Room and virtually.  
The Board Room will be open for Board members and members of the public.  
Board members are encouraged to attend in person but are not required to do so.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/86232691277?pwd=bi93cTlvcnlKeFUwVnhQL01yTHQ5UT09>

**You can also dial in using your phone.**

**United States: +1 (669) 900 6833**

**Meeting ID: 862 3269 1277 Passcode: 007871**

**1. CALL TO ORDER AND ROLL CALL**

**2. PUBLIC COMMENT:** Members of the public who wish to address the Board 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. Board Members may request an item be removed for separate consideration.

3a. Authorize a Teleconference Meeting

3b. Approve the minutes of July 7, 2022 Board Meeting

3c. Approve Revised RWA Board Meeting Schedule

3d. Approve RWA Policy 500.19 – Water Efficiency Reserve

**Action: Approve Consent Calendar**

**4. RWA HIGHLIGHTS**

Information and Presentation: Jim Peifer, Executive Director

**5. SACRAMENTO REGIONAL WATER BANK PROGRAM UPDATE**

Information and Presentation: Rob Swartz, Manager of Technical Services

**6. WATER LOSS REGULATION UPDATE**

Information and Presentation: Amy Talbot, Water Efficiency Program Manager

**7. RWA POLICY 400.4 REVISIONS – EXECUTIVE DIRECTOR PERFORMANCE REVIEW EVALUATION**

Discussion: Dan York, Chair

**Action: Approve Revisions to RWA Policy 400.4**

**8. LEGISLATIVE/REGULATORY UPDATE**

Information: Ryan Ojakian, Legislative and Regulatory Affairs Manager

**9. EXECUTIVE DIRECTOR'S REPORT**

**10. DIRECTORS' COMMENTS**

**ADJOURNMENT**

**Next RWA Board of Director's Meeting:**

September 29, 2022, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

November 10, 2022, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

**Next RWA Executive Committee Meeting:**

September 28, 2022, 8:30 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

Notification will be emailed when the RWA electronic packet is complete and posted on the RWA website at: <https://www.rwah2o.org/meetings/board-meetings/>.



**REGIONAL WATER AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Thursday, September 29, 2022; 9:00 a.m.**

**AGENDA**

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Board of Directors may consider any agenda item at any time during the meeting.

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Join Zoom Meeting

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**You can also dial in using your phone.**

**United States: +1 (669) 900 6833**

**Meeting ID: 854 1781 2601 Passcode: 343205**

**1. CALL TO ORDER AND ROLL CALL**

**2. PUBLIC COMMENT:** Members of the public who wish to address the Board 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. Board Members may request an item be removed for separate consideration.

3a. Authorize a Teleconference Meeting

3b. Approve the minutes of September 8, 2022 Board Meeting

**Action: Approve Consent Calendar**

**4. CLOSED SESSION**

**4a. CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

Title: Executive Director

**4b. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS**

Government Code §§ 54954.5(f), 54957.6

Agency designated representatives: Dan York and Tony Firenzi

Unrepresented employee: Executive Director

## **5. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**Action: Consider Approval of Recommendations from Executive Committee for adjustments to Executive Director compensation**

## **6. DIRECTORS' COMMENTS**

### **ADJOURNMENT**

#### **Next RWA Board of Director's Meeting:**

November 10, 2022, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

#### **Next RWA Executive Committee Meeting:**

October 26, 2022, 8:30 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

Notification will be emailed when the RWA electronic packet is complete and posted on the RWA website at: <https://www.rwah2o.org/meetings/board-meetings/>.

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

**AUGUST 24, 2022**

**TO: RWA EXECUTIVE COMMITTEE**

**FROM: JIM PEIFER**

**RE: EXECUTIVE DIRECTOR'S REPORT**

- a. Communication and Outreach** – Garden Comm (formerly the national Garden Writers Association) announced its 2022 Media Awards and the "[Garden Smart](#)" publication won the Silver Award (top honors) for Best Garden Marketing publication. Ms. Debbie Arrington prepared this publication for the RWA Water Use Efficiency program. Sacramento Bee readers may remember that Ms. Arrington was the home and garden reporter for the Sacramento Bee. It should be noted that this is a national award in a tough category. Every garden company has a marketing publication and many of those publications are submitted.

An article titled "[Groundwater beneath Sacramento Valley offers hope in dry times](#)" was published in Maven's Notebook. The article was written by Mr. David Guy from the Northern California Water Association and Mr. Peifer. The purpose of the article was to bring attention to the potential for subsurface storage in the Sacramento Valley.

The Water Bank was mentioned in a recent Sacramento Bee article written by Dale Kasler titled "[California has been in a megadrought for more than a decade, scientists say. When will it end?](#)"

Mr. Ryan Ojakian and Mr. Trevor Joseph from the City of Roseville discussed how groundwater may be banked in our region on a [video produced by the Sacramento Bee](#).

Mr. Peifer recently attended the ACWA DC Conference and the National Water Resources Association Western Water Seminar.

- b. Rob Swartz Retirement** – Mr. Swartz, RWA and SGA's longest-serving employee, has informed me that he is retiring from public service to relocate to California's central coast. This gives Rob the opportunity to address the health needs of his family, while being able to work with a non-profit foundation to continue with his passion for groundwater sustainability planning. Mr. Swartz has served with us since 2003 and is a large part of the success of both the RWA and SGA.

As Board Members may understand, the loss of a senior level employee that has nearly two decades of experience will result in a significant loss of institutional knowledge. Mr. Swartz has assured me that he will ease the transition as much as possible and will be accessible beyond his departure and into the future. The RWA and SGA will undoubtedly need to contact Mr. Swartz occasionally for his advice and counsel.

Rob's planned last day in the office is October 17<sup>th</sup>.

We are moving forward immediately with recruiting a replacement. A [solicitation has been issued](#) and we are advertising on various association job postings.

## **AGENDA ITEM 14: DIRECTORS' COMMENTS**