

# **REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE AGENDA**

**October 26, 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/81051346379?wd=TWw5RnAyeFFQekZmTnFSQmF0ZnRLUT09>

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

**United States:** 1 669 900 6833

**Meeting ID:** 810 5134 6379 **Passcode:** 977973

### **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 September 28, 2022 Executive Committee Meeting

3c. Authorize the Executive Director to enter into a Professional Services

Agreement for WEP Regional Commercial, Industrial and Institutional Dedicated Irrigation Meter Landscape Measurement Study

**Action: Approve Consent Calendar**

### **4. EMPLOYEE COMPENSATION SURVEY AND RECLASSIFICATION STUDY**

Information and Presentation: Jim Peifer, Executive Director

**Action: Provide feedback on RGS initial findings and recommendations**

**Action: Recommend approval of classifications for Government Relations Manager and Project Research Assistant II**

**Action: Recommend the change of title of the Finance and Administrative Manager I to Finance and Administrative Manager**

**5. STRATEGIC PLAN SURVEY**

Discussion: Jim Peifer, Executive Director

**Action: Provide Input into the Survey**

**6. RWA CONFLICT OF INTEREST CODE UPDATE (RWA POLICY 200.4)**

Discussion: Josette Reina-Luken, Finance and Administrative Services Manager

**Action: Recommend Approval to Amend RWA Conflict of Interest Code (RWA Policy 200.4) to the Board of Directors via consent calendar**

**7. ANNUAL REVIEW OF INVESTMENT POLICY 500.2 AND OTHER POST EMPLOYMENT BENEFIT (OPEB)**

Discussion: Josette Reina-Luken, Finance and Administrative Services Manager

**Action: Recommend no changes to Policy 500.2 and OPEB investment portfolio to the Board of Directors via consent calendar**

**8. TERMINATION OF THE MAJOR PROJECTS MANAGEMENT SERVICES SUBSCRIPTION PROGRAM AGREEMENT**

**Action: Approve the termination of the Major Projects Management Services Subscription Program Agreement upon the approval of the Common Interest Management Services Agreement**

**9. COMMON INTEREST MANAGEMENT SERVICES (CIMS) AGREEMENT**

**Action: Recommend approval of the CIMS Services Agreement to the Board of Directors**

**10. RWA NOVEMBER BOARD MEETING AGENDA**

**Action: Approve the RWA November 10, 2022 Board Meeting Agenda**

**11. AD HOC COMMITTEE UPDATES**

Information: Jim Peifer, Executive Director

**12. EXECUTIVE DIRECTOR'S REPORT**

**13. DIRECTORS' COMMENTS**

**ADJOURNMENT**

**Upcoming meetings:**

Executive Committee Meeting: Wednesday, December 14, 2022, commencing 8:30 a.m. at the RWA Office, the location is subject to change depending on the COVID-19 emergency.

Regular Board Meetings: Thursday, November 10, 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

***Chuck Poole***, Water Facilities Supervisor, City of Lincoln

***Paul Joiner***, Mayor Pro Tem, 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***, City Manager, City of Yuba City

***Ryan Saunders***, Board Member, Del Paso Manor Water District

***Alan Gardner***, General Manager, Del Paso Manor Water District

***Pat Dwyer***, Director/Board President, El Dorado Irrigation District

***Jim Abercrombie***, General Manager, El Dorado Irrigation District

***Brian Mueller***, Engineering Director, El Dorado Irrigation District (alternate)

***Sophia Scherman***, Board Chair, Elk Grove Water District

***Bruce Kamilos***, General Manager, Elk Grove Water District

\* Names highlighted in red are Executive Committee members

<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> , 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)

\* Names highlighted in red are Executive Committee members

<b>RWA ASSOCIATES</b>	
<b>Organization</b>	<b>Representatives</b>
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

\* Names highlighted in red are Executive Committee members

<b>RWA AFFILIATE MEMBERS</b>	
<b>Organization</b>	<b>Representatives</b>
<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

\* Names highlighted in red are Executive Committee members

## **AGENDA ITEM 2: PUBLIC COMMENT**

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



### **AGENDA ITEM 3: 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. 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 September 28, 2022 Executive Committee Meeting

3c. Authorize the Executive Director to enter into a Professional Services Agreement for WEP Regional Commercial, Industrial and Institutional Dedicated Irrigation Meter Landscape Measurement Study

**Action: Approve Consent Calendar**

Attachments:

3b. Minutes of the September 28, 2022 Executive Committee Meeting

## **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.

**Action: Pass a Motion to Authorize a Teleconference Meeting**

**AGENDA ITEM 3b: MINUTES OF THE SEPTEMBER 28, 2022 EXECUTIVE  
COMMITTEE MEETING**

Attachment:

Draft September 28, 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  
Sean Bigley, City of Roseville  
Brett Ewart, City of Sacramento  
William Roberts, City of West Sacramento  
Grace Espindola, City of Yuba City  
Tony Firenzi, Placer County Water Agency  
Kerry Schmitz, Sacramento County Water Agency  
Dan York, Sacramento Suburban Water District

**Staff Members**

Jim Peifer, Ryan Ojakian, Rob Swartz, Monica Garcia, Josette Reina-Luken, Cecilia Partridge, Michelle Banonis, Raiyna Villasenor and Andrew Ramos, Legal Counsel

**Others in Attendance**

Paul Helliker, Ken Miller, Cathy Lee, Anne Sanger, Patty Howard and Jay Boatwright

**2. PUBLIC COMMENT**

Ken Miller, President of San Juan Water District's Board of Directors addressed comments made by Board Member Pam Tobin at the August RWA Executive Committee meeting. San Juan Water District looks forward to working together with other agencies and RWA.

**3. CONSENT CALENDAR:**

3a. Authorize a Teleconference Meeting

3b. Minutes of the August 24, 2022, Executive Committee meeting

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 and approve minutes of the August 24, 2022 Executive Committee meeting. Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency and Dan York, Sacramento Suburban Water District voted yes. The motion passed.

#### **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**

Chair York reported that the recommendation from the closed session to present to the RWA Board for consideration is for a 5% merit increase. In closed session the Executive Committee chose to recommend a 5% one-time discretionary bonus in the amount of \$11,196.

M/S/C Mr. Firenzi moved, with a second by Ms. Espindola, to approve the recommendation from the closed session for a 5% salary increase per the agreement and a 5% discretionary bonus. Audie Foster, California American Water, Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, William Roberts, City of West Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency and Kerry Schmitz, Sacramento County Water Agency voted yes. Dan York, Sacramento Suburban Water District voted no, as he opposed the discretionary bonus portion of the compensation adjustment. The motion passed.

#### **6. EMPLOYEE COMPENSATION SURVEY AND RECLASSIFICATION STUDY**

Mr. Peifer gave an update on the progress of the RWA Employee Compensation Survey and Reclassification Study. He said that one of the reasons for the study was to examine staff positions. RWA has increased programs, but administrative support for those programs has not increased. Recruitment and retention are important and need to be balanced with revenue. The study may show that current positions may need to be reclassified, expanded, or modified.

Patty Howard, Regional Government Services (RGS) Lead Advisor provided information and a presentation on the methodology, background, and analysis for three current positions. She made suggestions for the Finance and Administrative Services Manager I, Principal Project Manager and Project Research Assistant positions with a summary of recommendations. The next step for RGS is to complete an Employee Compensation Survey.

There was discussion on what the fiscal impact of the recommendations for the salary adjustments would be on the budget. This information will be presented after the Employee Compensation Survey is complete.

M/S/C Mr. Ewart moved, with a second by Mr. Bigley, to direct staff to present the RGS recommendation to the RWA Board for their consideration including a discussion of fiscal impacts. Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency and Dan York, Sacramento Suburban Water District voted yes. The motion passed.

## **7. RWA POLICY 200.3 REVISIONS – PROCEDURES FOR THE SELECTION OF EXECUTIVE COMMITTEE MEMBERS**

Ms. Schmitz, Ad Hoc Committee Chair, presented a proposed shortened annual election process that has been reviewed by legal counsel and is consistent with the RWA Joint Powers Agreement. The new procedures would provide more diversity in the Executive Committee. Under the proposal, the Vice Chair would become the Chair, and ballots would be sent to members to determine the Vice Chair and Executive Committee members. Nominees would be determined through a preferential nomination methodology. RWA would compile a list for Board consideration in January and the incoming Chair would select two additional Executive Committee appointees.

There was discussion on whether there should be more than two elected officials on the Executive Committee and if it would be more efficient to use this process beginning in November or try testing it first and use the process next year. If the process goes forward this year, there will need to be a Special RWA Board meeting scheduled in October to approve the revisions to Policy 200.3.

M/S/C Mr. Firenzi moved, with a second by Mr. Greenwood, to consider Ad Hoc Committee revisions and make recommendations on revisions to Policy 200.3 to the RWA Board of Directors. Ron Greenwood, Carmichael Water District, Sean Bigley, City of Roseville, Brett Ewart, City of Sacramento, Grace Espindola, City of Yuba City, Tony Firenzi, Placer County Water Agency, Kerry Schmitz, Sacramento County Water Agency and Dan York, Sacramento Suburban Water District voted yes. The motion passed.

## **8. AD HOC COMMITTEE UPDATES**

Mr. Peifer gave a status update on the current Ad Hoc Committees. After meeting, the RWA Policy 200.2 Ad Hoc Committee is drafting comments for the Executive Director's review and input. It is expected that the revisions will be presented to the RWA Board in November. The RWA Policy 400.4 Ad Hoc Committee has some follow up work to do on their revisions. The Employee Compensation Survey Oversight Ad Hoc Committee is dormant until another task is handed down by the Executive Committee. The Space Planning Ad Hoc Committee will be engaging soon.

as the current building lease expires in August 2023. The Purchasing Committee is currently dormant. The Awards Committee will become active as the holiday season approaches. The Water Quality standing committee meetings have been well received. Lunch sponsorship for the meetings is being requested of agencies.

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

Mr. Peifer announced that Trevor Joseph has accepted the Manager of Technical Services position with RWA beginning October 10<sup>th</sup>.

There will be a retirement celebration for Rob Swartz on October 13, 2022.

Mr. Peifer is working with James Corless at SACOG to gather the regional Executive Directors to discuss climate change options and possible state and federal support.

Mr. Peifer attended a meeting in Southern California with Managers throughout the state to discuss adapting to climate change. The event was hosted by Western Municipal Water District.

Staff is working with partners in the region to gain support for legislative requests, especially funding to make our region more sustainable.

Mr. Peifer will be appearing before the Grand Jury in October. The topic of the request is the state of water needs in Sacramento County. He will be providing RWA and SGA perspectives on issues related to the region's interests and groundwater management.

## **10. DIRECTORS' COMMENTS**

Mr. Ewart said that substitution transfers are progressing as planned, thanks to all the partners.

Mr. Greenwood stated that Carmichael Water District has concerns over their groundwater situation and are glad to be moving forward with the water bank. The agency received funds to drill two new wells.

Chair York gave an update on discussions between Sacramento Suburban Water District (SSWD) and Carmichael Water District to potentially combine the two agencies. An analysis report will be provided to the boards to determine if they want to proceed. SSWD is also in discussions with Del Paso Manor Water District for potential consolidation.

## **ADJOURNMENT**

Chair York adjourned the meeting at 10:55 a.m.

By:

Chairperson

Attest:

---

Board Secretary



## **AGENDA ITEM 3c: AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR WEP REGIONAL COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL DEDICATED IRRIGATION METER LANDSCAPE MEASUREMENT STUDY**

### **BACKGROUND:**

RWA staff, through the regional Water Efficiency Program (WEP), is seeking support for the development of a Sacramento Regional Commercial, Industrial and Institutional (CII) Dedicated Irrigation Meter (DIM) Landscape Measurement Study (Study). The goal of the study is to create landscape water budgets for CII customers with DIMs to help customers better manage outdoor water use and to meet compliance requirements of Senate Bill 606/Assembly Bill 1668. This study will focus on the first step in creating a CII DIM landscape budget: measuring the landscape area (square feet) irrigated by each dedicated irrigation meter through an analysis of aerial imagery. Geographic study area includes all WEP participating suppliers' service areas. The study timeline is November 2022-July 2023. **The Study budget is \$100,000 and 100% funded through California's Proposition 1 Implementation Grant Program.** There may be additional opportunities for more detailed analysis, expansion or ground truth/site surveying of individual water supplier's CII DIMs landscape areas pending the availability of additional local funding to supplement the regional study scope and funding.

Scope of work for the study includes the following tasks:

1. Measure landscape area irrigated by individual CII DIMs through the analysis of aerial imagery.
2. Develop a summary report and associated deliverables that organizes landscape measurement results by individual CII DIM accounts by local participating water supplier.

### **Selection Process**

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

RWA staff issued an RFQ on September 26, 2022, to nine consulting firms with known experience in conducting similar studies and/or professional ability to conduct similar studies (Table 1). RWA reached out to other suppliers in the state to obtain past outreach lists for similar studies to inform RWA's outreach list. The RFQ was also posted on the RWA website, distributed to the RWA e-blast list to those recipients requesting contracting opportunities, and sent to the California Water Efficiency Partnership and the Alliance for Water Efficiency for dissemination to their respective members. Proposals were due on October 14, 2022.

Proposals were received from three firms: NV5 Geospatial, Land IQ and Formation Environmental. For evaluation purposes, RWA staff developed a guidance framework for reviewing proposals: firm profile (10 points); staff qualifications (15 points); past experience and references (30 points); tasks (25 points); fee schedule (10 points), study expansion opportunities (5 points) and overall proposal quality (5 points) for a total of 100 potential points. The review panel included Linda Higgins and Kimberly Mauch, Placer County Water Agency; Ryan Kirkham, city of Sacramento; Greg Bundesen, Sacramento Suburban Water District; and Amy Talbot, Regional Water Authority. Each organization assigned points to the above categories independently before discussing the scores at the October 19, 2022 review meeting to reach a final recommendation.

### **Recommendation**

After review and discussion of the proposals, Land IQ received the highest average score (see Table 2 for more details). Land IQ presented a comprehensive deliverables package that met the scope of the RFP, demonstrated direct experience with similar projects, and included an interactive portal for suppliers to review and suggest edits to DIM measurements while providing a competitive fee schedule. NV5 Geospatial presented a well experienced team and methodology approach, however, only offered to provide a small subset of the DIM measurements requested in the RFP for the proposed budget. Formation Environmental also presented a well experienced team and attractive expansion opportunities for individual suppliers, however the methodology was not as detailed as other proposals and more heavily relied on RWA and supplier supplemental workload contributions due to budget limitations. Therefore, **the review panel recommends Land IQ to the RWA Executive Committee as the selected consultant to assist RWA staff and WEP participating suppliers with the implementation of the 2022-2023 Sacramento Regional Commercial, Industrial and Institutional Dedicated Irrigation Meter Landscape Measurement Study.**

Table 1: Direct Outreach for RFP Response

	<b>Firm Name</b>
1	M. Cubed
2	Water Demand Management
3	Maddaus Water Management
4	Formation Environmental
5	Land IQ
6	Eagle Aerial
7	WaterWise Consulting
8	A & N Technical Services
9	Dickinson Associates

Table 2: Responding Firms' Review Panel Scores

	<b>Firm Name</b>	<b>Points Awarded</b>	<b>Budget</b>
1	NV5 Geospatial	84	\$99,577
2	Land IQ	96	\$98,400
3	Formation Environmental	88	\$98,600

## **AGENDA ITEM 4: EMPLOYEE COMPENSATION SURVEY AND RECLASSIFICATION STUDY**

### **BACKGROUND:**

[RWA Policy 400. 2 \(Employee Compensation Policy\)](#) generally requires a compensation survey be performed every five years. The policy states:

*“It is the intent of the Authority to provide employee compensation (pay and benefits) that is fair and equitable and that is comparable, based upon an employee’s experience, skills and performance consistent with established job descriptions, and with that of similar water and public entities regionally. As a small, professional, management-focused organization, it is the intent of the Authority to provide employee compensation at or above the labor market for the industry and the geographic area. The compensation practices of the Authority will be competitive within the industry and geographical area to attract the most qualified candidates and to minimize turnover of its employees.”*

Earlier this year, the Executive Committee directed the staff to utilize a set of comparable agencies for salary and total compensation, per the policy. The policy requires the Executive Director to use the results of the survey to propose modifications to base rate of pay and/or benefits necessary to achieve the intent of Policy 400.2. The proposed pay ranges should include consideration of such things as 1) the mean, median and 62.5th percentile of the compensation data, 2) the comparability of surveyed classifications to RWA job classifications, and 3) RWA experience recruiting and retaining staff in each classification.

### **Reclassification of Positions**

At the September 28<sup>th</sup> Executive Committee meeting, Ms. Patty Howard presented her findings for potential reclassifications for certain employees performing duties that are outside of their job description. Ms. Howard’s recommendations including creating a new position for a Government Relations Manager, create a new Project Research Assistant II position, and for the Financial and Administrative Manager I position, to remove the “I” and “II” designations. In addition to these findings, Ms. Howard identified that the Financial and Administrative Services Manager’s workload is too high and recommended additional staff resources to resolve that.

During the committee meeting, a number of questions were asked about the compensation survey and the reclassifications. This item is intended to:

1. address the questions that were raised in the September 28<sup>th</sup> committee meeting and;
2. to present information on recommended pay ranges

## Questions from the September 28<sup>th</sup> Executive Committee Meeting

**Question:** *Does the RWA have budget to support reclassifications that might result in increased salaries?*

**Answer:** There are drivers that bring uncertainty to the FY 2022/23 budget such as: increased legal expenses, two retiring employees and the associated costs to replace them, and inflation. The short answer is the RWA may not have sufficient budget to accommodate both raises and reclassifications in FY 2022/23 without expending reserve funds, but I will underscore the uncertainty regarding expenses.

The RWA and SGA planned for a four percent cost of living adjustment for FY 22/23. Inflation is currently approximately twice that amount and is affecting other costs besides employee expenses. Employee retirements will drive up costs including payment to unused vacation and recruitment costs.

The Executive Director's recommendation is to approve classification for the Government Relations Manager and Project Research Assistant II and make the reclassifications effective in the FY 2023/24 when there is more clarity on the budget process.

**Question:** *How will reclassifications and potential raises affect pension liabilities?*

**Answer:** There is uncertainty regarding the long-term costs of pension liabilities. Pension liabilities are affected by a number of items such as population lifespans, investment returns, inflation among other things. It is difficult to predict long term costs. Currently, the RWA makes a payment of \$36,700 annually to reduce unfunded accrued pension liability and the SGA pays \$26,700 annually.

Higher salaries will result in increased pension costs. It should be noted that employees are required to pay their share of the pension costs per RWA policy (about seven percent for classic members, and currently 7.25 percent for PEPRAs members.)

The employer share of the pension costs is 11.06% for classic members and 7.76 percent for PEPRAs members. An increase in base salary will increase by these percentages for pension costs.

**Question:** *How does this affect other post-employment benefits (OPEB benefits)?*

**Answer:** Reclassifications and salary adjustments will not affect OPEB benefits. Those costs are affected by medical insurance premiums.

## Adjusted Pay Ranges

Ms. Howard has provided data and recommendations on salary adjustments. The recommendations and data are attached. The Executive Director will be presenting the data to the Executive Committee.

Information and Presentation: Jim Peifer, Executive Director

**Action: Provide feedback on RGS initial findings and recommendations**

**Action: Recommend approval of classifications for Government Relations Manager and Project Research Assistant II**

**Action: Change title of the Finance and Administrative Manager I to Finance and Administrative Manager**

Attachments:

RGS recommendations for salary adjustments and salary bands

RGS reclassification report

Position Descriptions

Proposed Salaries to Reflect External Market and Maintain Internal Alignment

CLASSIFICATION	CURRENT	PROPOSED	% DIFFERENCE	NOTES
Manager of Technical Services	\$16,906	\$17,202	-1.72%	Maintain 20% differential between Principal Project Manager and Manager of Technical Services Manager
Manager of Strategic Affairs	\$16,906	\$17,202	-1.72%	Set salary equal to Manager of Technical Services
<b>Manager of Government Relations*</b>	<b>\$0</b>	\$17,202	<b>-100.00%</b>	Set salary equal to Manager of Technical Services
Principal Project Manager	\$13,829	\$14,335	-3.53%	Maintain 20% differential between Senior and Principal Project Manager
Senior Project Manager	\$11,626	\$11,946	-2.68%	Increase salary to within 5% of 62.5 percentile
Associate Project Manager	\$8,252	\$8,541	-3.38%	Increase salary to within 5% of 62.5 percentile
Finance & Admin Services Manager	\$10,352	\$11,975	-13.55%	Increase salary to within 5% of 62.5 percentile
Executive Assistant	\$6,929	\$6,929	0.00%	Maintain current salary range based on compensation study
<b>Project Research Assistant II*</b>	<b>\$0</b>	<b>\$7,129</b>	<b>-100.00%</b>	Set 15% above Project Research Assistant I
Project Research Assistant	\$6,199	\$6,199	0.00%	Maintain current salary range based on compensation study

Proposed new classification resulting from reclassification of existing class. Does not result in additional allocated positions.

Regional Water Authority  
Competitiveness Within the Labor Market  
Above, Below, Competitive  
2022

	BENCHMARK CLASSIFICATION TITLE	# of Comps	RWA Base Salary	Market Average Salary	RWA Market Average %	Top Step to the Average of Market	Market Median Salary	RWA Market Median %	Top Step to the Median of Market	62.5 Percentile of Market	RWA to 62.5 Percentile	Top Step to the Median of Market
1	Manager of Technical Services	4	\$16,906	\$15,362	10.1%	Above	\$15,286	10.6%	Above	\$15,959	5.93%	Above
2	Principal Project Manager	10	\$13,829	\$13,274	4.2%	Competitive	\$13,227	4.6%	Competitive	\$13,513	2.34%	Competitive
3	Senior Project Manager	10	\$11,626	\$12,322	-5.6%	Below	\$11,928	-2.5%	Competitive	\$12,571	-7.51%	Below
4	Finance & Administrative Manager	7	\$10,352	\$12,517	-17.3%	Below	\$12,578	-17.7%	Below	\$12,590	-17.78%	Below
5	Associate Project Manager	10	\$8,252	\$8,923	-7.5%	Below	\$8,919	-7.5%	Below	\$8,981	-8.12%	Below
7	Executive Assistant	10	\$6,929	\$6,723	3.1%	Competitive	\$6,559	5.6%	Above	\$6,588	5.17%	Above
8	Project Research Assistant	4	\$6,199	\$6,233	-0.5%	Competitive	\$6,085	1.9%	Competitive	\$6,323	-1.96%	Competitive
9	Administrative Technician*	8	\$0	\$5,997	-100.0%	Below	\$6,242	-100.0%	Below	\$6,246	-100.00%	Below

Insufficient Data

1	Manager of Government Relations*	0
2	Manager of Strategic Affairs	3

\*Proposed Classification

**REGIONAL WATER AUTHORITY  
COMPENSATION STUDY NOTES**

<b>Employer Paid Health Benefits</b>	
Citrus Heights Water District	Agency pays \$1,668 for medical; \$135.10 for Dental, \$68 for Vision - covered by ER (Tier 1 ER contributes up to \$1800/mo. If selected FF premium is less, difference is placed in health reimbursement acct. for EE; Tier 2 - hired after 1/1/19, ER picks up 100% premium)
City of Folsom	Agency pays \$1,674.00 for Medical, \$120.64 for Dental, \$18.95 for Vision
City of Roseville	Agency pays Cafeteria plan \$1,349/mo and Flex Plan Credit \$673/mo for Medical, Dental and Vision
City of Sacramento	Agency pays Cafeteria plan \$1,777/mo for Medical, Dental and Vision.
City of West Sacramento	Agency pays \$1,773.00 for Medical, Dental and Vision
El Dorado Irrigation District	Agency pays 85% of Medical, Dental, and Vision
Elk Grove Water District	Agency pays \$2,500.08 for Medical, 100% for Dental, 100% for Vision; coverage under ACWA JPIA
Fair Oaks Water District	Agency pays \$2265.43 Kaiser FF, \$128.10 dental; \$28.25 vision
Placer County Water Agency	Agency pays maximum \$2,167.00 per month
Sacramento County	Tier B - Agency pays \$1,618.64 per month for Medical, \$118.50 for Dental, \$0 for Vision
Sacramento Suburban Water District	\$1927/mo medical; \$189 /mo Dental; \$20/mo Vision
San Juan Water District	\$2902/mo medical; \$150/mo Dental; \$19/mo Vision
Yuba County Water District	\$2227.42/mo medical; \$169.30 Dental; \$26.85/mo Vision

<b>Social Security</b>	
Citrus Heights Water District	Yes
City of Folsom	Yes
City of Roseville	No
City of Sacramento	Yes
City of West Sacramento	No
El Dorado Irrigation District	Yes
Elk Grove Water District	No
Fair Oaks Water District	Yes
Placer County Water Agency	Yes
Sacramento County	Yes
Sacramento Suburban Water District	Yes
San Juan Water District	Yes
Yuba County Water District	No

<b>Retirement - EPMC</b>	
Citrus Heights Water District	No
City of Folsom	No
City of Roseville	Yes 6.197%
City of Sacramento	No
City of West Sacramento	No
El Dorado Irrigation District	No
Elk Grove Water District	No
Fair Oaks Water District	No
Placer County Water Agency	No
Sacramento County	No
Sacramento Suburban Water District	
San Juan Water District	



Yuba County Water District	Yes, 5%
----------------------------	---------

Retirement - Employee Paid Employer Contribution	
Citrus Heights Water District	No
City of Folsom	No
City of Roseville	Yes 6.197%
City of Sacramento	Yes - 1% cost share
City of West Sacramento	No
El Dorado Irrigation District	No
Elk Grove Water District	No
Fair Oaks Water District	No
Placer County Water Agency	No
Sacramento County	No
Sacramento Suburban Water District	No
San Juan Water District	No
Yuba County Water District	No

Retirement - Employer Contribution (Normal Rate)	
Citrus Heights Water District	10.87% Tier 1; 10.32% Tier 2
City of Folsom	10.64%
City of Roseville	10.81%
City of Sacramento	8.82%
City of West Sacramento	9.30%
El Dorado Irrigation District	10.33%
Elk Grove Water District	10.32%
Fair Oaks Water District	10.32%
Placer County Water Agency	10.97%
Sacramento County	11.96%
Sacramento Suburban Water District	16.17%
San Juan Water District	15.25%
Yuba County Water District	10.87%

Vacation Leave	
Citrus Heights Water District	At 8 yrs. - 144hrs./yr; At 12 yrs. -168 hrs./yr. (Hours accrued in excess of 200/hrs. at end of October each year will be cashed out in November)
City of Folsom	At 10 yrs - 18.68 hours/mo for annual leave (combined vacation and sick leave)
City of Roseville	At 10 yrs - 16 days/yr
City of Sacramento	At 10 yrs - 120 hrs/yr
City of West Sacramento	At 10 yrs - 120 hrs/yr
El Dorado Irrigation District	At 10 yrs - 256 hrs/yr of PTO (combined vacation and sick leave)
Elk Grove Water District	At 10 yrs - 160 hrs/yr
Fair Oaks Water District	At 10 yrs - 160 hrs/yr
Placer County Water Agency	At 10 yrs - 20 days/yr
Sacramento County	At 10 yrs - 20 days/yr
Sacramento Suburban Water District	At 10 yrs - 100 hrs/yr
San Juan Water District	At 10 yrs - 144 hrs/yr
Yuba County Water District	At 10 yrs - 192 hrs/yr

Sick Leave
------------

Citrus Heights Water District	12 days/yr.
City of Folsom	Included in annual leave (listed under vacation)
City of Roseville	12 days/yr
City of Sacramento	12 days/yr
City of West Sacramento	12 days/yr
El Dorado Irrigation District	Included in PTO (listed under vacation)
Elk Grove Water District	12 days/yr PTO
Fair Oaks Water District	80 hrs/yr
Placer County Water Agency	.0462 per hour worked
Sacramento County	4.6 hrs/bi-weekly
Sacramento Suburban Water District	12 days/yr
San Juan Water District	12 days/yr
Yuba County Water District	10 hrs/mo

Holiday (Including Floating Holidays)	
Citrus Heights Water District	9 + 1/2 (12/24) + 1/2 (12/32) + 1 Floating Holiday
City of Folsom	12 Holidays + 1 Personal Holiday
City of Roseville	10 Holidays + 2 Floating Holidays
City of Sacramento	11 full Holidays + 2 half Holidays (12/24 & 12/31) + 2 Floating Holidays
City of West Sacramento	10 Holidays + 3.5 Floating Holidays
El Dorado Irrigation District	13 Holidays
Elk Grove Water District	12 Holidays
Fair Oaks Water District	11 Holidays
Placer County Water Agency	13 Holidays
Sacramento County	13.5 Holidays
Sacramento Suburban Water District	13 Holidays
San Juan Water District	11 Holidays + 1 Floating Holiday
Yuba County Water District	12 Holidays

Management/Administrative Leave	
Citrus Heights Water District	80 hrs/yr. for management EEs.
City of Folsom	Mid- and Executive management: 80 hrs/yr
City of Roseville	Up to 100 hrs/yr for management EEs
City of Sacramento	80 hrs./yr. for management Ees. Admin. Leave - 24 hrs/yr for Confidential (Unit 10) Ees.
City of West Sacramento	80 hrs/yr for management EEs
El Dorado Irrigation District	80 hrs/yr for management EEs. 40 hrs/yr for general EEs.
Elk Grove Water District	80 hrs/yr for exempt EEs
Fair Oaks Water District	up to 80 hrs/yr
Placer County Water Agency	72 hrs/yr
Sacramento County	None
Sacramento Suburban Water District	40 hrs/yr
San Juan Water District	40 hrs/yr
Yuba County Water District	40 hrs/yr

Longevity Pay	
Citrus Heights Water District	No - See Top Range Pay
City of Folsom	2.5% at 10 yrs
City of Roseville	2.5% at 10 yrs
City of Sacramento	No
City of West Sacramento	No

El Dorado Irrigation District	
Elk Grove Water District	2.5% at 10 yrs
Fair Oaks Water District	
Placer County Water Agency	2.5% at 10 yrs
Sacramento County	
Sacramento Suburban Water District	
San Juan Water District	No
Yuba County Water District	No

Other Forms of Compensation	
Citrus Heights Water District	Cell Phone Allowance: \$49/mo.; Can cash out up to 80 hrs. Management Leave; Tuition Reimbursement up to \$1950/yr. for F.T. EEs. Deferred Comp. 3%; Boot Allowance: If required up to \$230/yr.; Uniform Allowance: EEs required to wear select jeans/cargo pants = \$250/yr.; Certificate Pay for: California State Water Distribution System Operator and California State Water Treatment Operator Up to \$100 depending upon Grade levels 1 (\$20/mo) thru 5 (\$100/mo.); Top Range Pay: EE at the top of salary range is eligible annually to earn "extended range" merit performance pay of 1-5% depending upon prior year annual performance review and % is applied to coming year salary. Salary reverts back to maximum salary level. "Extended Range" merit pay is reevaluated each year.
City of Folsom	Some positions \$50/mo Cell Phone Allowance, General Employees: some positions \$300/mo Special Skills Certificate pay, some positions hired after 7/1/2019 Education Incentive \$150/mo AA, \$250/mo BA, \$250 per month Masters; unrelated BA/MA \$150/mo. Mid-management: up to \$3,000/yr (50% EE/ER match) student loan repayment for degree with nexus to job. Mid-management: Deferred Comp at 10 yrs \$250/mo. Executive Management Deferred Comp 6.5%, technology allowance \$100/mo.
City of Roseville	5% Deferred Comp after 5 yrs service; 45 personal hours
City of Sacramento	Management Auto Allowance \$175/mo. EEs with 10 yrs of service = 24/hrs Personal Leave/yr. Management use of public transportation up to \$120/mo. Management Technology Allowance \$100/mo. Management 401(a) Money Purchase Plan 4% ER contribution.
City of West Sacramento	Education Incentive: \$75/mo 60 units, \$120/mo 90 units, 5% for Master's. Career Enhancement (education/home office equipment) up to \$1,000/yr.
El Dorado Irrigation District	
Elk Grove Water District	
Fair Oaks Water District	
Placer County Water Agency	General employees: When reach 20 yrs of service, receive 40 hrs paid leave to be taken within one yr of completion of 20 yrs,
Sacramento County	\$25 per month for Retiree Health Savings Plan
Sacramento Suburban Water District	
San Juan Water District	
Yuba County Water District	7.65% paid into Deferred Income Plan in lieu of Social Security

Retiree Health Benefits	
Citrus Heights Water District	
City of Folsom	No
City of Roseville	
City of Sacramento	
City of West Sacramento	
El Dorado Irrigation District	
Elk Grove Water District	Agency pays same as active employees including Medical, Dental and Vision
Fair Oaks Water District	

Placer County Water Agency	Hired before 1/1/10, agency pays max allowed by CalPERS. Hired after 1/1/10, agency pays according to CalPERS vesting schedule.
Sacramento County	
Sacramento Suburban Water District	
San Juan Water District	Post-employment Medical paid in accordance with CalPERS 10-20 year vesting schedule.
Yuba County Water District	Retiree Medical paid after 10 yrs with agency up to \$1,850/mo

Leave Cash-out	
Citrus Heights Water District	
City of Folsom	40 hrs/yr
City of Roseville	Up to 50 hrs management leave; up to 45 hrs personal leave
City of Sacramento	If EE has 480+ hrs Sick Leave on 11/1, EE can elect to forego accrual of 24 hrs and receive cash payment for up to 72 hrs of sick leave. Management can cash out 40 hrs Admin Leave/yr.
City of West Sacramento	80 hrs/yr
El Dorado Irrigation District	
Elk Grove Water District	Must send written request to GM to cash out all/part
Fair Oaks Water District	
Placer County Water Agency	EEs with 200 balance may cash out up to 40 hrs once per year
Sacramento County	
Sacramento Suburban Water District	
San Juan Water District	
Yuba County Water District	45% of sick leave after 10 years of service upon retirement, up to 1040 hours

Compensation in lieu of Medical Benefits	
Citrus Heights Water District	\$400/mo.
City of Folsom	\$250/mo
City of Roseville	\$400/mo.
City of Sacramento	\$200/mo.
City of West Sacramento	\$865/mo
El Dorado Irrigation District	\$275/mo.
Elk Grove Water District	None
Fair Oaks Water District	None
Placer County Water Agency	\$300/mo
Sacramento County	None
Sacramento Suburban Water District	At the Board's discretion, EE can receive 1/2 of lowest cost plan premium. For 2022, \$351 - EE only, \$701 - EE+1, \$912 -family
San Juan Water District	\$400/mo,
Yuba County Water District	

# **REGIONAL WATER AUTHORITY 2022 CLASSIFICATION STUDY REPORT**

Prepared for:



5620 Birdcage Street, Ste 180  
Citrus Heights, CA 95610

Prepared By:



P.O. Box 1350  
Carmel Valley, CA 93924

## TABLE OF CONTENTS

---

EXECUTIVE SUMMARY .....	1
METHODOLOGY .....	1
BACKGROUND .....	1
FINDINGS/ANALYSIS .....	2
FINANCE AND ADMINISTRATIVE SERVICES MANAGER I .....	2
Findings.....	2
Analysis.....	3
PRINCIPAL PROJECT MANAGER (GOVERNMENT RELATIONS) .....	3
Findings.....	3
Analysis.....	4
PROJECT RESEARCH ASSISTANT .....	5
Findings.....	5
Analysis.....	6
Salary Recommendation .....	6
SUMMARY OF RECOMMENDATIONS .....	7

### ATTACHMENTS

Job Specifications;  
Manager of Government Relations  
Project Research Assistant I/II

## EXECUTIVE SUMMARY

The Regional Water Authority (RWA) engaged Regional Government Services (RGS) to conduct a classification study for three (3) specific classifications within the agency. These included:

- Finance and Administrative Services Manager
- Principal Project Manager (Government Relations)
- Project Research Assistant

The purpose of the study was to provide classification and salary recommendations for the study positions, which:

- Accurately reflect and recognize the level and scope of work performed by staff.
- Ensure job classification specifications reflect current programs, responsibilities, technology, and changes in regulatory requirements.
- Ensure a future classification and compensation structure that is viable and sustainable, and in keeping with the overall RWA classification plan.

## METHODOLOGY

The methodology employed in conducting this study was as follows:

- Reviewed and analyzed the Position Description Questionnaires (PDQs), current classification specifications, and other related specifications and documents.
- Interviewed all incumbents to confirm and clarify all submitted documentation and review the positions' duties and responsibilities.
- Analyzed the scope and complexity of the responsibilities and tasks performed and the skills, knowledge, and abilities required,
- Developed options and recommendations based on the analysis of the above information.

## BACKGROUND

The RWA was created in June 2001 to assist members in implementing the new Water Forum Agreement commitments to groundwater management, water conservation, and other elements. Since then, the RWA has evolved to meet member agency needs, including helping members secure grants that support increased water supply reliability for the region. The RWA has created water use efficiency programs and a state advocacy program that has positively influenced legislative outcomes and raised the region's profile.

Most staff also allocate a portion of their time in support of the Sacramento Groundwater Authority (SGA). The SGA is a joint powers authority created to collectively manage the groundwater basin underlying Sacramento County north of the American River. SGA's formation in 1998 was inspired by the Sacramento Area Water Forum, a nationally recognized collaborative process to reach consensus among 40 local utilities, business leaders, and the environmental community to preserve the lower American River and ensure a reliable water supply.

### FINDINGS/ANALYSIS

#### FINANCE AND ADMINISTRATIVE SERVICES MANAGER I

The primary functions of the Finance and Administrative Services Manager I is to plan, organize, direct, manage and review the financial and accounting operations of the Authority: administer human resource functions; serve as Board Secretary and Treasurer; and ensure that general office administrative support is provided.

The incumbent, Josette Reina-Luken, was hired by the RWA in her current position in October 2019. Her time is allocated fifty percent (50%) to the RWA and fifty percent (50%) to the SGA.

#### **Findings**

The study found the incumbent spends approximately twenty-two percent (22%) of her time planning, coordinating, and preparing for the RWA and SGA annual audits. This includes year-end close, reconciliation, grant and program final entries, review of all accounting schedules requested by the accounting consultant for GASB compliance and agency auditor, providing requested documentation for sample audit, and compilation of audit report, including drafting the MD&A section of the ACFR.

The incumbent spends twelve percent (12%) of her time developing the annual budget, including annual budget development, compilation of dues or fees schedule, multiple presentations to the BOD, and review of all subscription program budgets (WEP, Strategic Affairs, RWA projects, and grants). This item also includes a quarterly review of the budget with the Executive Director and budget reports provided as part of government-required financial disclosures, budget policy review, and elections of treasury and investments.

The incumbent spends approximately twenty-nine percent (29%) of her time performing accounting and payroll oversight and processing duties. This includes the weekly A/P, A/R, bank deposits, bi-weekly payroll production, and payment, including PERS reporting for RWA and SGA, 457 for RWA, and leave accruals, including stipend payments and retiree health payments.

The incumbent spends approximately twenty-one percent (21%) of her time supporting the RWA and SGA Board of Directors. This includes the organization, preparation, and review of RWA and SGA regular and special board meeting agendas, packets, resolutions, and minutes, and coordination of all staff report inputs and attachments. The incumbent also ensures that the website is updated with board-approved information and serves as Secretary to the Board for all board and executive committee meetings.

In addition to these functions, the incumbent is responsible for overseeing and performing Human Resources duties (approximately 4%), including recruitment and onboarding, preparation of performance evaluations, changes in payroll, open enrollment, benefits administration, and policy development; I.T. and facility coordination duties (approximately 8%) including coordinating I.T. upgrades, ordering required hardware and software; hiring and oversight of building contractors, communication with the building owner, handling insurance claims and real estate coordination for remote and primary office locations; and general administrative duties (approximately 3%) including filing, making copies, and records retention.



### **Analysis**

A review of the job specification for Finance and Administration Manager I and the interview with the incumbent found that the duties performed by the incumbent are reflected in the current job specification. As there is little difference between the duties performed by the incumbent and those outlined in the job specification, a reclassification is not warranted. However, there are classification modifications that are recommended.

The duties outlined in the current job specification include high-level, complex, analytical duties (i.e., audit, budget), technical (payroll, benefits administration), and clerical (filing, copying). These varied job duties are too broad for a single classification. This has created a nearly unmanageable workload for the incumbent. Therefore, RGS recommends the Authority consider the creation of a lower-level classification of Administrative Technician. This position could be responsible for payroll processing, various H.R. duties, and Board support duties. In addition, this position could provide administrative support to the Finance and Administrative Manager I for various analytical projects and functions.

Upon review of the Finance and Administration Manager class series (I/II), it was found the only difference between the I and the II level of this class series is that the II requires the incumbent be a Certified Public Accountant (CPA). As the duties and responsibilities are the same at both levels, it is recommended the Authority consider establishing a single classification of Finance and Administration Manager. The Authority could then consider a monetary stipend for incumbents that possess a CPA.

### **PRINCIPAL PROJECT MANAGER (GOVERNMENT RELATIONS)**

The primary functions of the Principal Project Manager (Government Relations) are to plan, organize, direct and manage Regional Water Authority and Sacramento Groundwater Authority state legislative and regulatory policy activities to advance the interests of the Authorities and their members; to coordinate activities with member agencies; and to provide highly complex staff assistance to the Executive Director.

The incumbent, Ryan Ojakian, was hired by the RWA in his current position in November 2018. His time is allocated ninety percent (90%) to the RWA and ten percent (10%) to the SGA.

### **Findings**

The study found the incumbent spends approximately twenty percent (20%) of his time analyzing new legislative and policy proposals. This includes recommending legislative and policy solutions that are consistent with the RWA mission and have the prospects of success in the legislative and policy arena. Discuss and assess solutions with the Executive Director, Executive Committee, and the Board of Directors as necessary.

The incumbent spends approximately twenty percent (20%) of his time coordinating strategies to mitigate the impacts of new legislative and policy proposals. This includes working internally with membership on crafted solutions and working externally with statewide associations and other agencies and interest groups to advance beneficial legislation and policies and stop or decrease the impact of harmful legislation and policies.

The incumbent spends approximately fifteen percent (15%) of his time developing messaging and communications for the Authority. This includes participating in developing talking points, press releases, media interviews, informational flyers, and member updates.

The incumbent spends approximately ten percent (10%) of his time building, maintaining, and enhancing relationships with non-governmental entities in the region, including participating in the Capital Region Climate Readiness Collaborative and regional discussions on state funding for community-based climate adaptation funding.

The incumbent spends approximately ten percent (10%) of his time preparing and delivering presentations in various settings and audiences to improve understanding of how water supply reliability can be maintained in the region and changes in hydrology.

In addition, the incumbent spends approximately five percent (5%) of his time on each of the following duties:

Developing legislative policy with direction from the Executive Director and Executive Committee for adoption by the RWA board.

Advocating for or against legislation in the Legislature, including testifying in committee on bills. Meeting with Legislators, Committee staff, and Legislative staff to present and develop positions on bills, crafting position letters on bills and budget.

Interacting with and building positive working relationships with Legislators, Legislative staff, state agencies and department heads, and department staff to advance water supply reliability in the region while maintaining the affordability of water. In this role, the incumbent also provides educational tours for Legislators and Legislative staff.

Building, maintaining, and enhancing relationships with other regional government entities, conducting regional government advocate meetings, and building partnerships with regional entities of common interests.

Engaging in the state budget providing funding for the RWA mission, including interacting with the local delegation on direct funding for projects that advance regional conjunctive use and funding for competitive statewide grants for multi-benefit projects and groundwater recharge.

### **Analysis**

A review of the current job specification for the Principal Program Manager (Government Relations) found that the fundamental duties are outlined. However, the job specification fails to reflect the leadership role of the incumbent or the level of complexity, the consequence of error, the expectation of outcomes, and the external contacts required for the position.

To better reflect the above classification factors, the job specification for Manager of Government Relations should be considered (draft job specification attached). This title creates consistency with other RWA management team classifications.

It is recommended the job specification better reflect the complex nature of the work performed and the responsibility the incumbent has for the final outcome of their efforts. The incumbent must have a sophisticated understanding and skill to coordinate legislative strategies with other interested parties and advocacy groups such as member agencies, community, industry groups, and the media.

The incumbent must also have advanced communication skills to effectively lobby, inform, persuade, influence, negotiate and participate in legislative and policy decision-making. They must advocate the RWA interests with various government officials and develop, recommend, and implement strategies to protect and promote the RWA and its member agencies.

Additionally, as the incumbent must work with stakeholders from various agencies and levels of government, the job specification and title should be recognizable to those with whom they work. This change not only creates consistency between RWA and other agencies but provides the incumbent with additional credibility and like standing among those with whom they work.

No salary adjustment for the Manager of Government Relations is recommended at this time. As the RWA is about to conduct an agency-wide compensation study, it is recommended that any salary adjustment result from that study.

### **PROJECT RESEARCH ASSISTANT**

The major functions of the Project Research Assistant are to perform a variety of technical and professional duties in support of project managers related to the implementation of activities associated with Regional Water Authority's core and subscription-based programs and Sacramento Groundwater Authority activities; to provide support for Authority grants; and to provide staff assistance to the Executive Director, member agencies, and higher-level staff.

The incumbent, Monica Garcia, was hired by the RWA as a student intern in 2006. She was promoted to her current position in 2011. Her time is allocated eighty percent (80%) to the RWA and twenty percent (20%) to the SGA.

### **Findings**

The study found the incumbent spends approximately thirty-six percent (36%) of her time managing various grants. She assists the Executive Director by maintaining a record of all grants received by the agency and the members. She also works on the project agreements, including coordinating with all participants, managing the budget, writing grant reports, and coordinating with the grant agency.

The incumbent spends approximately sixteen (16%) of her time monitoring wells in the region, compiling hydrographs, and collecting and organizing pumping data for the SGA model.

The incumbent spends approximately fifteen percent (15%) of her time in public outreach, including participating in all Water Efficiency Public Outreach Meetings, coordinating with the contractor, and using the editorial calendar to post items to the websites, Facebook, Twitter, and

Instagram. She also maintains the agency website, which includes posting updated information and the MailChimp distribution list.

The incumbent spends approximately twelve percent (12%) of her time supporting the Program Manager (Water Efficiency). This includes taking notes at meetings, responding to member inquiries, updating the drought map and rebate table, reviewing invoices, and creating flyers for events.

The incumbent spends approximately nine percent (9%) of her time organizing landscaper trainings. This includes Qualified Water Efficient Landscaper (QWEL), irrigation trainings, and online training for professionals and the public. The incumbent finds site locations, advertises the event, coordinates with instructors, and completes all administrative tasks to ensure a successful event.

The incumbent spends approximately seven percent (7%) of her time maintaining a map of members, preparing maps for analysis, preparing maps for grant applications, and maintaining the online maps for the public

The incumbent spends the remainder of her time providing administrative support in the budget process, organizing meetings for the Water Quality Group, and coordinating the newly created purchasing program.

### **Analysis**

Several of the duties described by the incumbent are outlined in the current job specification. However, the Project Research Assistant is described as an entry-level class. At the entry level, incumbents work under close supervision and perform more routine duties while learning Agency policies and procedures and becoming familiar with various systems and practices. As experience is gained, duties become more diversified and are performed under more general supervision.

Alternatively, at the journey level, incumbents are fully competent to independently perform the full range of the duties outlined in the job specification. Successful performance requires a thorough knowledge of agency procedures, the ability to exercise sound independent judgment within established guidelines, and skill in directing the work of others.

As the incumbent has held the position for over nine (9) years, she is no longer performing at the entry level. She works with limited supervision and performs the full range and most complex work described within the job specification. Therefore, it is recommended the Authority establish an alternatively staffed classification of Project Research Assistant I/II and reclassify the position and incumbent to the Project Research Assistant II classification.

### **Salary Recommendation**

RGS applies specific standards common in the industry when analyzing internal salary alignment and equity. Classifications related to each other by discipline, duties, or responsibilities but separated by level of complexity or authority (entry, journey) should be separated by

## **2022 CLASSIFICATION STUDY REPORT**

---

approximately 10-15%. Salary compaction occurs when the salary differential is five percent (5%) or less.

Based on the current compensation plan, it is recommended that the salary for Project Research II be set fifteen percent (15%) above the Project Research Assistant I at \$7,129/month. This salary would also establish a fifteen percent (15%) salary differential between the Project Research Assistant II and the Associate Project Manager.

### **SUMMARY OF RECOMMENDATIONS**

- Retitle the Finance and Administration Manager I to Finance and Administrative Manager.
- Replace the Principal Project Manager (Government Relations) classification with the proposed Manager of Government Relations classification.
- Consider the addition of an Administrative Technician classification to alleviate the workload of the Finance and Administrative Manager.
- Approve the updated job classification specifications of Project Research Assistant I/II.
- Set the salary for Project Research Assistant II 15% above the Project Research Assistant I at \$7,129/month (top step).
- Reclassify the position and incumbent currently filling the Project Research Assistant to Project Research Assistant II and set the specific salary for the incumbent in accordance with the RWA rules on compensation.

## **REGIONAL WATER AUTHORITY**

### **Manager of Government Relations**

*The information and descriptions herein reflect general details describing the primary functions, scope of responsibility, required knowledge and required abilities of this job. This job description is not to be construed as exclusive nor all-inclusive. Other duties may be required and assigned.*

#### **GENERAL STATEMENT OF THE JOB:**

To provides leadership on local, state, and federal government relations, including with cities, counties, the State Legislature, Congress and across all agencies; leads the design, development and implementation of government relations strategies and specific actions to advance the RWA's initiatives to the benefit of its member agencies; oversee policy analysis, guidance and recommendations on legislation, regulation and stakeholder engagement that may affect the RWA, its mission, initiatives or the RWA member agencies and contract agencies.

#### **SUPERVISION RECEIVED AND EXERCISED:**

Receives administrative direction from the Executive Director.

The Manager of Government Relations is responsible for directing and delegating the work of consultants and office administrative staff on multiple, simultaneous projects

#### **ESSENTIAL JOB FUNCTIONS:**

- Establishes and implements short- and long-range organizational goals, objectives, strategic plans, policies, and operating procedures in the area of government relations.
- As part of the Authority's management team, assists in the development and implementation of the mission and vision of the Authority.
- Monitors and evaluates programmatic and operational effectiveness, and effects changes required for improvement.
- Acts as the primary liaison between the RWA and other governmental agencies, public entities, or key stakeholders on issues of governmental relations.
- Successfully lobby, influence, persuade, and advocate RWA interests at the local, state, and federal levels.
- Provides frequent updates to the Agency's Executive Director, RWA and SGA staff, RWA Executive Committee, the RWA board of directors, and key stakeholders.
- Establishes and maintains constructive relationships with elected and appointed officials on a federal, state, and local level and invests considerable time and energy in prioritized networking activity.
- Apprises the Executive Director of pertinent legislative issues, external factors, and policy proposals and actions that could impact the RWA, its member agencies and contract agencies.
- Understands, communicates, and advocates for RWA priorities to governmental officials, local, statewide, and national organizations, and other government entities on key legislative issues.

- Coordinate with communications consultants on the development and placement of messages to advance the RWA advocacy interests and goals, including website content, social media content, op-ed materials. Develop and coordinate media pitches.
- Serves as a key representative for the RWA at legislative sessions, before state bodies, and federal agencies in support of goals and objectives.
- Shapes and influences legislative programs and other critical business issues in alignment with RWA policies, goals, and objectives.
- Works with lobbyists and legislators in establishing and implementing a lobbying strategy, both proactive and responsive.
- Prepares communications to and for key stakeholders regarding pertinent issues on legislative changes; directs and oversees the development of materials in support of the government relations agenda, such as talking points, legislative summaries, factsheets, testimony, reports, and letters.
- Assists the Board of Directors, the Executive Committee and the Executive Director on policy development and problem resolution.
- Answers questions and provides information to the public.
- Builds and maintains positive working relationships with co-workers, member agency staff, Board of Directors and the public using principles of good customer service.
- Ensures coordination of multiple project committees.
- Performs other duties as assigned.

## **REQUIRED KNOWLEDGE AND ABILITIES:**

### ***Knowledge of:***

- Principles and practices of leadership, mentoring, and training.
- Federal and state laws, rules policies, regulations, and legislation of concern to member agencies.
- California Water Resources issues, including conjunctive use, integrated planning, water reuse, and demand management.
- Procedures, operations, and functions of legislative and regulatory agencies at the state and federal levels.
- Legislative and regulatory research methods and procedures.
- Principles and practices of group facilitation and interest-based negotiations.
- Advanced analytical methods and procedures.
- Principles and practices of public policy administration.
- Principles and practices of budget monitoring.
- Pertinent local, State and Federal laws, ordinances, and rules related to water.
- Board meeting protocol and procedures.
- English usage, spelling, grammar, and punctuation.
- Technical report writing.
- Modern office methods, procedures, and equipment.
- Computers and word processing, spreadsheets, and database software applications.

***Ability to:***

- Organize, implement, and direct highly complex legislative and regulatory activities.
- Analyze and interpret state legislation, regulations, and policies and prepare recommendations.
- Lobby, influence, persuade, and advocate RWA interests at the local, state, and federal levels.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.
- Prepare policy position papers, legislative platforms, and legislative correspondence.
- Develop and place of messages to advance the RWA advocacy interests and goals, including website content, social media content, op-ed materials.
- Act as a spokesperson for the RWA and responding to press and media inquiries.
- Interpret and explain pertinent Authority policies and procedures.
- Assist in the development and monitoring of assigned program budget.
- Analyze and prepare clear, concise, and comprehensive reports.
- Identify problems, alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Gather, summarize, and distribute a variety of technical legislative and regulatory policy information.
- Set priorities and organize work, meet critical deadlines, and follow up on assignments with a minimum of direction.
- Handle multiple projects simultaneously and prioritize work effectively.
- Proactively resolve problems and situations in the workplace.
- Develop and recommend policies and procedures related to assigned projects.
- Coordinate projects with staff/managers from other Federal, State, and local agencies.
- Maintain sensitive and confidential information in the course of supporting RWA business.
- Manage and administer contract budgets and schedules.
- Interact tactfully with Board members, staff, member agency representatives, and the public.
- Communicate effectively, orally and in writing.
- Interpret and apply policies and procedures.
- Analyze situations carefully and adopt effective courses of action.
- Effectively and efficiently support the Executive Director.
- Establish and maintain effective working relationships with those contacted in the course of work.



**REQUIRED EXPERIENCE AND TRAINING:**

*Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:*

Experience:

Eight (8) years of increasingly responsible experience in state legislative and regulatory analysis. Specialized experience in water, environmental, local government, and finance policy preferred.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in government relations, political science, law, or a related field. A Master's degree and background in water resources management or public administration or a related field is desirable.

**LICENSE AND CERTIFICATE:**

- Possession of a valid California Class C Driver License may be required at the time of appointment.
- Registration as a lobbyist with the California Secretary of State.

Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

## REGIONAL WATER AUTHORITY

### **Project Research Assistant I/II**

*The information and descriptions herein reflect general details describing the principal functions, scope of responsibility, required knowledge and required abilities of this job. This job description is not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.*

#### **GENERAL STATEMENT OF JOB:**

To perform a variety of technical and professional duties in support of project managers related to the implementation of activities associated with Regional Water Authority's core and subscription-based programs and Sacramento Groundwater Authority activities; to provide support for Authority grants; and to provide staff assistance to the Executive Director, member agencies, and higher-level staff.

#### **DISTINGUISHING CHARACTERISTICS:**

**Project Research Assistant I** is the entry-level class of this class series. Initially, under close supervision, incumbents perform more routine duties while learning Agency policies and procedures and becoming familiar with the variety of systems and practices. As experience is gained, duties become more diversified and are performed under more general supervision. This class is alternately staffed with the Project Research Assistant II, and incumbents may advance to the higher level after gaining experience and demonstrating proficiency that meets the qualifications of the higher-level class.

**Project Research Assistant II** is the journey level class in this series, fully competent to independently perform the full range of duties. Successful performance requires a thorough knowledge of procedures, the ability to exercise sound independent judgment within established guidelines, and skill in directing the work of others. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies related to the work assigned.

#### **SUPERVISION RECEIVED AND EXERCISED:**

The Project Research Assistant I/II receives general supervision from the assigned Manager. While the Project Research Assistant I exercises no supervision of staff, the Project Research Assistant II may provide training and day-to-day oversight over less experienced staff.

#### **ESSENTIAL JOB FUNCTIONS:**

- Monitors and administers grants; supports grantees in meeting grant requirements; collects and compiles data and prepares grant invoices; prepares required reports.
- Provides technical support for a variety of RWA and/or SGA programs including marketing, website maintenance, budget monitoring.
- Aids in the development of annual program business plans as needed.

- Oversees routine aspects of contracts with consultants, local, State and Federal governments. Implements partnerships with water, wastewater, energy, stormwater and other resource management entities for program support and marketing.
- Provides liaison with member agencies, Federal, State, and local agencies, and the public.
- Assists in the coordination of activities with and among member agencies; schedules and attends meetings and takes and produces meeting notes.
- Under direction, investigates, analyzes, develops, and supports special studies or projects and drafts corresponding documentation and technical reports.
- Works with consultants, water suppliers and others to implement grant awards.
- Conducts literature research, collects data, evaluates data using a variety of tools, and prepares reports.
- Tracks and compiles a variety of program data.
- Answers questions and provides information to member agency staff and the public.
- Conducts periodic field work.
- Assists with the preparation of items for action and/or discussion of the RWA Executive Committee and the RWA Board of Directors, as assigned.
- Builds and maintains positive working relationships with co-workers, member agency staff, Boards of Directors and the public using principles of good customer service.
- Performs other duties as assigned.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

***Knowledge of:***

- California Water Resources issues, including water management planning, water efficiency, and groundwater management.
- Basic principles and practices of project budget monitoring.
- Principles and practices of grant administration.
- English usage, spelling, grammar, and punctuation.
- Modern office methods, procedures and equipment.
- Computer and word processing, spreadsheets, GIS, web design and maintenance, and database software applications.
- Basic knowledge of statistics, methods of data collection and analysis, and scientific research.

***Ability to:***

- Exercise discretion and independent judgment.
- On a continuous basis, know and understand all aspects of the job; identify and interpret technical and numerical information; observe and problem solve operational and technical procedures.
- On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, and write or use a keyboard to communicate through written means; and lift or

carry weight of 20 pounds or less. Graphically present technical information to broad audiences.

- Manage multiple tasks and activities.
- Coordinate work with staff/managers from other Federal, State, and local agencies.
- Track program budgets and schedules.
- Research, analyze and report on technical program issues.
- Interpret and apply policies and procedures.
- Analyze situations carefully and adopt effective courses of action.
- Effectively and efficiently support RWA and SGA programs and Project Managers, including the Executive Director.
- Interact tactfully with Board members, all levels of management, member agency representatives, and the public.
- Communicate effectively, orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **REQUIRED EXPERIENCE:**

*Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:*

#### **Project Research Assistance I**

##### **Experience:**

One year of experience in water resource planning and management or a closely related field. Professional interaction with state, local, and national water organizations is desirable.

##### **Training:**

Equivalent to an associate degree from an accredited college with major course work in water resources, natural sciences, or a related field.

#### **Project Research Assistant II**

##### **Experience:**

Two (2) years of experience performing duties comparable to a Project Research Assistant I.

##### **Training:**

No additional training is required. However, a bachelor's degree from an accredited college with major course work in water resources, natural sciences, or a related field is desirable.

### **LICENSE AND CERTIFICATE:**

Possession of a valid California Class C Driver's License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

## **AGENDA ITEM 5: STRATEGIC PLAN SURVEY**

### **BACKGROUND:**

The Executive Director will be discussing the approach of surveying the RWA board members regarding the Strategic Plan prioritization process.

Discussion: Jim Peifer, Executive Director

**Action: Provide Input to the Executive Director**

## **AGENDA ITEM 6: RWA CONFLICT OF INTEREST CODE UPDATE (RWA POLICY 200.4)**

### **BACKGROUND:**

The Political Reform Act requires every multi-county agency to review its conflict of interest code biennially and notify the Fair Political Practices Commission as to whether or not the agency's code needs to be amended. During February 2021, RWA hired Michelle Banonis as their Manager of Strategic Affairs. This was a new position established as part of multiple subscription programs. As such, RWA is required to amend its Designated Position listing and Assigned Disclosure Category. The comment period for this Notice concluded on September 23, 2022 and no requests were received for a hearing on these proposed changes. Therefore, the RWA Board of Directors may adopt the amendments without holding a public hearing at its next regular Board of Directors' meeting on November 10, 2022. These changes are reflected in the attached RWA's Policies and Procedures, Policy 200.4, Conflict of Interest Code in red-line mark-ups.

Discussion: Josette Reina-Luken, Finance and Administrative Services Manager

**Action: Recommend Approval to Amend RWA Conflict of Interest Code (RWA Policy 200.4) to the Board of Directors via consent calendar**

Attachments:

RWA Policy 200.4 Mark-Up/Redline Version  
Notice of Intent to Amend RWA Conflict of Interest Code

# REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES

---

Policy Type : Board of Directors  
Policy Title : Conflict of Interest Code  
Policy Number : 200.4  
Date Adopted :  
Date Amended : November 8, 2012;  
March 13, 2014;  
November 14, 2019  
November 10, 2022

---

## ARTICLE 13. REGIONAL WATER AUTHORITY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000. et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Regional Water Authority (Authority)**.

Individuals holding designated positions shall file their statements of economic interests with the **Authority**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the **Authority**.

**REGIONAL WATER AUTHORITY  
CONFLICT OF INTEREST CODE  
APPENDIX A  
DESIGNATED POSITIONS**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Board of Directors and Alternates	1, 2, 3, 4
Associate Members	1, 2, 3, 4
Executive Director	1, 2, 3, 4
Legal Counsel	1, 2, 3, 4
Manager of Technical Services	1, 2, 3
<u>Manager of Strategic Affairs</u>	<u>1, 2, 3</u>
Finance and Administrative Services Manager/Treasurer	1, 2, 3
Legislative and Regulatory Affairs Program Manager	1, 2, 3
Principal Project Manager	1, 2, 3
Senior Project Manager	1, 3
Associate Project Manager	1, 3
Project Research Assistant	1, 3

Note: The Legal Counsel position is filled by an outside consultant but acts in a staff capacity.

**Consultants/New Positions\***

\*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The Executive Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Gov. Code Section 81008).



**REGIONAL WATER AUTHORITY  
CONFLICT OF INTEREST CODE  
APPENDIX B  
DISCLOSURE CATEGORIES**

Designated positions must report financial interests in accordance with the assigned disclosure categories.

Category 1: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the Authority.

Category 2: Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the Authority as well as investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide real estate services (e.g. consulting, appraisal, development, construction) of the type used by the Authority.

Category 3: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from entities of the type to receive grants from or through the Authority.

Category 4: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that filed a claim, or have a claim pending, against the Authority during the previous two years.

Sources of the type utilized by the district include:

- Engineering and environmental consulting firms
- Transportation equipment and parts
- Water and soil testing products and services
- Services for energy pricing/demand, legal and labor relations

(Non-inclusive list)

## NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE REGIONAL WATER AUTHORITY

NOTICE IS HEREBY GIVEN that the Regional Water Authority pursuant to the authority vested in it by section 87306 of the Government Code, proposes amendment to its conflict of interest code. A comment period has been established commencing on August 8, 2022 and closing on September 23, 2022. All inquiries should be directed to the contact listed below.

The Regional Water Authority proposes to amend its conflict of interest code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the conflict of interest code include: add designated position of Manager of Strategic Affairs and its Assigned Disclosure Category and also makes other technical changes.

The proposed amendment and explanation of the reasons can be obtained from the agency's contact.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than **September 23, 2022**, or at the conclusion of the public hearing, if requested, whichever comes later. At this time, no public hearing is scheduled. A person may request a hearing no later than **September 8, 2022**.

The Regional Water Authority has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to: Josette Reina-Luken, Finance and Administrative Services Manager, (916) 967-7692, [josette@rwah2o.org](mailto:josette@rwah2o.org).

## **AGENDA ITEM 7: ANNUAL REVIEW OF INVESTMENT POLICY 500.2 AND OTHER POST EMPLOYMENT BENEFITS (OPEB)**

### **BACKGROUND:**

In accordance with Government Accounting Standards Board Statement 31, RWA's governing board is required annually to review its investment policy and associated investment selections. This review is typically completed as part of the overall annual audit process. RWA Policy 500.2 outlines the various types of suitable and acceptable investments that RWA can invest its cash (attached). Since its policy inception, RWA has selected to invest its cash in the Local Agency Investment Fund (LAIF) under the expertise of the State Treasurer's Office Investment staff. LAIF is considered one of the soundest investment options available to government agencies and special districts. As almost all of RWA's cash balance is designated for specific projects or purposes, it is important that RWA select a conservative investment fund to ensure that funds are available quickly when needed. LAIF has performed well over the years for RWA, and the interest earnings are reported in the annual audit. Due to economic conditions, RWA earned lower interest income in 2022 than in the prior year; approx. \$12,000 in interest in 2022 down from \$15,000 in 2021 and \$56,000 in 2020. With recent interest rate adjustments, the outlook is slowly improving for LAIF to resume its prior interest income earnings. Earnings for the quarter ending September 30, 2022 was \$5268.59. RWA's current LAIF account balance exceeds \$3.5 million.

Additionally, RWA also invests funds into a CalPERS trust, California Employee Retirement Benefits Trust (CERBT), to provide Other Post Employment Benefit (OPEB) for current and future retirees utilizing Investment Strategy 1 (the most aggressive strategy). Due to market performance, RWA's CERBT balance fell from its highest balance ever of slightly over \$1.6 million in 2021 (up from \$1.3 million in 2020) to its current balance of \$1,252,387. As with any investment portfolio, these annual fluctuations can be extreme on a year-to-year basis. RWA's annual net rate of return since its inception date of June 8, 2009 through September 30, 2022 is 7.29%.

### **STAFF RECOMMENDATION:**

At this time, staff does not recommend changing the current investment selection.

Discussion: Josette Reina-Luken, Finance and Administrative Services Manager

**Action: Recommend no changes to Policy 500.2 and OPEB investment portfolio to the Board of Directors via the consent calendar**

Attachments:

RWA Policy 500.2  
September 2022 LAIF Statement  
CERBT Statement as of 10/15/2022

# **REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL**

---

Policy Type : Fiscal Management  
Policy Title : Investment Policy  
Policy Number : 500.2  
Date Adopted : March 9, 2006  
Date Amended : November 8, 2012  
May 12, 2022 (reviewed by staff)

---

## **REGIONAL WATER AUTHORITY INVESTMENT POLICY**

### **1.0 Purpose**

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines for the Treasurer, who is responsible for investing and safeguarding the Regional Water Authority's (RWA) surplus funds. Each transaction and the entire portfolio must comply with California Government Code (the "Code") Sections 53600 through 53610 (Investment of Surplus), Sections 53630 through 53686 (Deposit of Funds), and this Policy.

### **2.0 Scope**

This Policy applies to all surplus financial funds of RWA that may be invested because they are not needed for immediate payment of expenses. These funds are accounted for in RWA's audited annual financial report and include:

1. Enterprise Funds
2. Trust and Agency Funds
3. Any new fund created by the legislative body, unless specifically exempted.

Except for cash in certain restricted and special funds, RWA will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. In addition, the costs of managing the investment portfolio, including but not limited to the costs of investment management, custody of assets, managing and accounting for banking, and oversight controls, will be charged to investment earnings based upon actual hours of labor devoted to managing each of the funds.

### **3.0 General Objectives**

In accordance with the Code, the primary objectives, in priority order, of investment activities will be safety, liquidity, and yield:

**1. Safety.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. Each investment transaction will be entered into with consideration for the quality of the issuer and of the underlying security and collateral.

**2. Liquidity.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Liquidity will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands whenever feasible. A portion or the entire portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

**3. Yield.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

#### **4.0 Standards of Care**

**1. Prudent Investor Standard.** In accordance with Section 53600.3, the RWA Board and Treasurer are trustees and fiduciaries subject to the "Prudent Investor Standard." The Prudent Investor Standard requires the Board and Treasurer, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing the RWA's funds, to act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the RWA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the RWA. This standard will be applied in all investment decisions, including those related to hedging interest rate risks associated with debt financing. This standard will be applied in all investment decisions.

**2. Ethics and Conflicts of Interest.** The Treasurer and any other officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Such officers and employees will disclose to the Board of Directors any material interests in financial institutions with which they conduct business. They will further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Affected officers and employees will

refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of RWA. All such officers and employees are prohibited from accepting honoraria, gifts and from financial dealers and financial institutions.

**3. Delegation of Authority.** Under Section 53607 of the Code, authority to manage RWA's investment portfolio is expressly delegated to the Board of Directors, which may delegate its authority to the Treasurer. In accordance with Section 53607, the Board hereby delegates its responsibility for the operation of the investment program to the Treasurer, who will act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this Policy.

## **5.0 Safekeeping and Custody**

**1. Authorized Financial Dealers and Institutions.** The Treasurer will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

RWA will only deposit funds in a depository that is established and operated in accordance with applicable federal and state laws and regulations.

All financial institutions and broker/dealers who desire to become qualified to conduct investment transactions for RWA must supply the following to the Treasurer as requested:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Trading resolution
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification signed by an authorized officer that he or she has read and understood and that the institution agrees to comply with this Policy.

The Treasurer will conduct an annual review of the financial condition and registration of qualified financial institutions and broker/dealers. A current audited financial statement is required to be on file for each financial institution and broker/dealer in or through which RWA invests. No broker, dealer, or securities firm will be eligible to provide services to RWA within 24 months of making a campaign contribution to any RWA Board member, if the

contribution exceeds the limits contained in Rule G-37 of the Municipal Securities Rulemaking Board.

**2. Delivery vs. Payment.** Where applicable, all trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

## **6.0 Suitable and Authorized Investments**

The Treasurer is authorized to make investments in accordance with the general categories and limitations established by Sections 53601, 53601.6, 53601.8, 53635, 53635.2, 53638 and 53684 of the Code. Authorized investments also will include investment into the Local Agency Investment Fund ("LAIF") in accordance with Section 16429.1 of the Code. See Appendix A, which summarizes the categories of permitted investments.

### **1. U.S. Government, Agencies, State and Local Government Sponsored Enterprises**

- a. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- b. Registered state warrants or treasury notes or bonds of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- c. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- d. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency; provided, however, that any bond or certificate of participation investments in member agencies require prior Board approval.
- e. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- f. These investments have a maximum maturity of five years.

## **2. Bankers Acceptance Notes**

- a. Investments in prime bankers' acceptances may not exceed 40 percent of the portfolio in effect on the date of purchase of any such investment.
- b. No more than 30 percent of this category of investments may be invested in any one commercial bank's acceptances.
- c. The maximum maturity shall be limited to 180 days.

## **3. Commercial Paper**

- a. Only commercial paper of prime quality of the highest ranking or of the highest letter and numerical rating, at the time of purchase, as provided by Moody's Investors Services or Standard & Poor's Corporation may be purchased.
- b. Investments in commercial paper shall not exceed 25 percent of the portfolio in effect on the date of purchase of any such investment.
- c. Each investment shall not exceed 270 days maturity.
- d. No more than 10 percent of the outstanding commercial paper of an issuing corporation may be purchased.
- e. The issuer is either: (1) organized and operating in the United States as a general corporation and has total assets in excess of \$500 million. If the entity has debt other than commercial paper, it is rated "A", "A-2" or higher by a nationally recognized rating agency; or (2) is organized within the United States as a special purpose corporation, trust or limited liability company. Has program-wide credit enhancements including, but not limited to, over-collateralization, letters of credit or surety bond. Has commercial paper that is rated "A-1", "A+" or higher by a nationally recognized rating agency.

## **4. Negotiable Certificates of Deposit**

- a. A negotiable certificate of deposit must be issued by a nationally or state-chartered bank, a state or federal savings and loan association or savings bank, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank and be rated "A" or better by at least one nationally recognized rating agency.
- b. Investments in negotiable certificates of deposit may not exceed 30 percent of the total portfolio in effect on the date of purchase of any such investment.



- c. The investment will not exceed the total of the net worth of any depository savings and loan association, except that investments up to a total of \$500,000 may be made to a savings and loan association without regard to the net worth of that depository, if such investments are insured or secured as required by law..
- d. The investment shall not exceed the shareholders' equity of any depository bank. For the purpose of this constraint, shareholders' equity shall be deemed to include capital notes and debentures.
- e. The RWA Board and the Treasurer or other official of the RWA having legal custody of the moneys are prohibited from investing RWA funds, or funds in the custody of the RWA, in negotiable certificates of deposit issued by a state or federal credit union if a member of the RWA's Board, or a person with investment decision making authority at the RWA also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.
- f. The maximum maturity is limited to five years.

## **5. Medium-term notes**

- a. Investment in medium-term notes are limited to corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- b. Purchases of medium-term notes will be limited to a maximum maturity of five years.
- c. Purchases of medium-term notes may not exceed 30 percent of the portfolio.
- d. Notes eligible for investment shall be rated in a rating category of at least "A" or its equivalent or better by a nationally recognized rating service.

## **6. Shares of Beneficial Interest (Money Market Funds)**

- a. Investment in shares of beneficial interest issued by eligible diversified management companies that invest in securities that comply with Section 53601 and 53635 of the Code or are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940.
- b. These eligible companies must meet the following criteria:
  - i. Attain the highest ranking of the highest letter and numerical rating provided by not less than two nationally recognized rating agencies
  - ii. Retain an investment adviser registered or exempt from registration with the Securities and Exchange Commission

with not less than five years' experience managing money market funds with assets under management in excess of \$500 million.

- c. The purchase price of the shares will not include any commission that the companies may charge and will not exceed 20 percent of the portfolio.
- d. No more than 10 percent of portfolio may be invested in one mutual fund.

## **7. Collateralized Bank Deposits**

- a. Maximum maturity is limited to five years.
- b. Collateralization must be consistent with the requirements of Sections 53651 through 53652 of the Code.

## **8. Time Deposits**

- a. For purposes of this Policy, collateralized time deposits will be considered investments.
- b. The financial institution used must have been in existence for at least five years.
- c. The financial institution must have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities.
- d. Eligibility for deposits will be limited to those financial institutions that have a branch in the State of California and maintain a rating equivalent to Thompson BankWatch Service of "B" or better.
- e. Credit requirements may be waived for a \$100,000 time deposit that is federally insured.
- f. The deposit will not exceed the shareholders' equity of any depository bank. For the purpose of this constraint, shareholders' equity will be deemed to include capital notes and debentures.
- g. The deposit will not exceed the total of the net worth of any depository savings and loan association, except that deposits not exceeding a total of \$500,000 may be made to a savings and loan association without regard to the net worth of that depository, if such deposits are insured or secured as required by law.
- h. Deposits must be insured up to the FDIC's current limit. For uninsured deposits, the financial institution will maintain in the collateral pool securities having a market value of at least 10 percent in excess of the total amount deposited. RWA, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. RWA shall have a signed agreement with any depository accepting RWA

funds. Promissory notes secured by real estate mortgages or deeds of trust are not acceptable as collateral.

- i. When other factors are equal, appropriate consideration will be given to a financial institution that either individually or as a member of a syndicate bids on or makes a substantial investment in the RWA's securities, contributes service to the RWA, and offers significant assistance to the RWA, so as to provide for distribution of total deposits among eligible financial institutions.
- j. Purchased time deposits will be limited to a maximum maturity of five years.

## **9. Local Agency Investment Fund**

- a. Deposits for the purpose of investment in the Local Agency Investment Fund of the State of California may be made up to the maximum amount permitted by State Treasury policy.

## **7.0 Reporting**

**1. Required Periodic Reports.** The Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the members of the RWA Board of Directors and Executive Director to ascertain whether investment activities during the reporting period have conformed to this Policy. The report shall be provided to the Board of Directors and the Executive Director. If applicable, the investment report will include the following:

- Listing of individual securities held at the end of the reporting period by investment category.
- Average life and final maturity of all investments listed
- Coupon, discount, or earnings rate
- Par value, amortized book value and market value
- Percentage of portfolio represented by the investment category

**2. LAIF Reporting.** If the surplus funds are solely invested in the Local Agency Investment Fund (LAIF), the monthly LAIF statement shall be sufficient for reporting purposes.

## **8.0 Policy Considerations**

**1. Amendments.** This Policy will be reviewed by the Treasurer on an annual basis. Any changes to this Policy recommended by the Treasurer must be approved by the Executive Committee and Board of Directors, after review and comment by the individual(s) charged with maintaining internal controls.

**2. Administration.** The Treasurer may at any time further restrict the securities approved for investment as deemed prudent. From time to time, the established portfolio limitations may be exceeded due to irregular cash flows or in certain economic conditions. In such cases, the Treasurer will inform the Executive Committee and Executive Director and take action consistent with the prudent investor standard to ensure that no category of investments exceeds the statutory limitations provided in the Code.

**3. Performance Review.** The Treasurer will conduct an annual appraisal of RWA's investment portfolio to evaluate its effectiveness and conformance with this Policy. To the extent necessary or appropriate, the Treasurer will make recommendations to the Executive Committee concerning the improvement and/or restructuring of the portfolio.

**4. Existing Investments.** Any investment held by RWA at the time this Policy is first adopted or revised to conform to changes in law or this Policy will not be sold because of a failure to conform to this Policy, unless the Treasurer deems sale of the investment to be prudent or required by law.

**5. Conflict With Statute.** In the event that any provision of this Policy conflicts with the Code or any other applicable state or federal statute, the provisions of any such statute will govern.

## APPENDIX A

### PERMITTED INVESTMENT INSTRUMENTS PER GOVERNMENT CODE (AS OF JANUARY 1, 2012) <sup>1</sup>

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirement
Local Agency Bonds	5 years	100	None
U.S. Treasury Obligations	5 years	100	None
State Obligations—CA And Others	5 years	100	None
CA Local Agency Obligations	5 years	100	None
U.S Agency Obligations	5 years	100	None
Bankers' Acceptances	180 days	40%	None
Commercial Paper—Select Agencies	270 days	25% of the agency's money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper—Other Agencies	270 days	40% of the agency's money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit and CD Placement Service	5 years	30%	None
Medium-Term Notes	5 years	30%	"A" Rating
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple
Collateralized Bank Deposits	5 years	100	None
Bank/Time Deposits	5 years	100	None
County Pooled Investment Funds	N/A	100	None
Joint Powers Authority Pool	N/A	100	Multiple
Local Agency Investment Fund (LAIF)	N/A	100	None

<sup>1</sup> See Article 6 of the Policy for a more complete description of each permitted investment and related limitations.

California State Treasurer  
**Fiona Ma, CPA**



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

October 16, 2022

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

---

REGIONAL WATER AUTHORITY

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

[Tran Type Definitions](#)

**Account Number:** 90-34-019

September 2022 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	3,555,735.24
Total Withdrawal:	0.00	Ending Balance:	3,555,735.24



## CERBT and CEPPT Plan Portal

» [CERBT and CEPPT]: rwah2oorg00

### My Accounts

As of the financial markets most recent close of business (10/13/2022), the total value of your account(s) is **\$1,252,388.86**.

Get Account Data

### Website Contact

#### Contributions to the CERBT AND CEPPT :

Contributions to the CERBT and CEPPT may be initiated through myCalPERS.

Contributions may be submitted using four different transmittal methods.

- Electronic Funds Transfer by ACH Debit Method\*
- Electronic Funds Transfer by ACH Credit Method
- Electronic Funds Transfer by Wire Transfer
- Check

\* CalPERS preferred contribution method.

For more information on this process, please see the [Prefunding Programs' myCalPERS Contributions Guide](#). The Prefunding Programs team is happy to walk you through the contribution process. If you have any questions or would like to set up a walk through, please email [CERBT4U@CalPERS.ca.gov](mailto:CERBT4U@CalPERS.ca.gov) or [CEPPT4U@CalPERS.ca.gov](mailto:CEPPT4U@CalPERS.ca.gov)

**Please note:** Contributions by Wire Transfer in the amount of \$5 million or greater require 72 hour notice prior to sending the contribution.

#### Disbursements from the CERBT and CEPPT:

All requests for disbursements must be in writing using the CERBT Disbursement Request Form or CEPPT Disbursement Request Form and must include a certification that the monies will be used for the purposes of the Prefunding Plan. The requests must be signed by an individual serving in the position authorized by the employer to request disbursements from the Trust(s).

**Please note:** Disbursements \$10,000 or greater require two signatures.

Please email: [CERBT4U@CalPERS.ca.gov](mailto:CERBT4U@CalPERS.ca.gov) or [CEPPT4U@CalPERS.ca.gov](mailto:CEPPT4U@CalPERS.ca.gov) to obtain the Disbursement Request Form(s).

Upon completion of the Disbursement Request form, please mail the original to the following address:

CalPERS  
CERBT/CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

## **AGENDA ITEM 8: TERMINATION OF THE MAJOR PROJECTS MANAGEMENT SERVICES SUBSCRIPTION PROGRAM AGREEMENT**

### **BACKGROUND:**

This item is being submitted for approval by the Executive Committee per RWA Policy 200.2 (Administration of Program Agreements) at the request of a number of Major Projects Management Services Subscription Program participants.

**Action: Approve termination of the Major Projects Management Services Subscription Program Agreement effective upon Board of Directors approval of a successor services and cost share agreement.**

Attachment:

Major Projects Management Services Subscription Program Agreement



## **REGIONAL WATER AUTHORITY PROGRAM AGREEMENT**

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

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

#### **RECITALS**

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

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

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

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

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

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

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

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

work as part of the program, RWA will be party to any confidentiality agreement among the parties for that work. In such circumstances, the confidential information shall be held in confidence by RWA and shall not be available to any RWA member that is not party to the agreement establishing confidentiality.

**7. Sharing in Program Costs and Benefits.** The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants will make one or more payments to RWA as long as they are a member of the Program. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the program is estimated to be \$168,000. Notwithstanding article 4, future annual costs and allocations will be determined through an annual Work Plan approved by a two thirds majority vote of the entire Program Committee.

**8. Role of RWA.** The RWA will a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, b) provide information to the Participants on the status of implementation of the Program, c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services as approved by the Program Committee; and e) manage consultant support services in completion of the Program. Notwithstanding article 4, initial consultant services will be approved by a two thirds majority vote of the entire Program Committee.

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

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

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

**12. Amendments.** Notwithstanding article 4, this Agreement may be amended from time to time with the approval by the RWA and approval of a two thirds majority vote of the entire Program Committee.

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

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

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

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

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

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

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

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

---

James Peifer  
Executive Director  
Regional Water Authority

---

Paul Rowley  
Vice President of Water Operations  
Golden State Water Company

**List of Agreement Exhibits**

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

**EXHIBIT 1**  
**PROGRAM PARTICIPANTS**  
**REGIONAL WATER AUTHORITY**  
**MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM**

**Agency (Proposed)**

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

## **EXHIBIT 2**

### **FINANCING PLAN**

#### **REGIONAL WATER AUTHORITY**

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

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

**Proposed Fee Table**

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

### **EXHIBIT 3**

#### **NOTICE INFORMATION**

#### **REGIONAL WATER AUTHORITY**

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

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

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

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

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

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

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

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

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

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



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

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

## **AGENDA ITEM 9: COMMON INTEREST MANAGEMENT SERVICES (CIMS) AGREEMENT**

### **BACKGROUND:**

This item is being submitted for approval by the Executive Committee at the request of a number of RWA member agencies.

**Action: Recommend approval of the CIMS Services Agreement to the Board of Directors**

Attachment:

Common Interest Management Services (CIMS) Agreement

**AMENDED AND RESTATED COMMON INTEREST, MANAGEMENT SERVICES,  
and COST-SHARE AGREEMENT**  
**for COORDINATED PARTICIPATION in PROCEEDINGS RELATING to the**  
**SACRAMENTO-SAN JOAQUIN RIVER BAY DELTA**

This Amended and Restated Common Interest, Management Services, and Cost-Share Agreement (Agreement) is entered into by and among the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, and Sacramento Suburban Water District, and made effective on the date the last of the aforementioned parties signs this Agreement.

**RECITALS**

A. The Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, and Sacramento Suburban Water District, individually a “Water Purveyor Party” and collectively the “Water Purveyor Parties”, are water purveyors who desire to cooperate, coordinate efforts and share costs in order to protect American River region water rights and water supplies in one or more proceedings including but not limited to the State Water Resources Control Board’s (“SWRCB”) development of amendments to the Bay-Delta Water Quality Control Plan (“WQCP”) for the Sacramento River watershed and implementation of any such amendments, the Endangered Species Act consultation by the United States Bureau of Reclamation for the Long-Term Operation of the Central Valley Project, and the development of potential water conveyance facilities in the Sacramento-San Joaquin River Bay Delta (such as the Delta Conveyance Project) (collectively hereinafter referred to as “Bay-Delta Proceedings”). These proceedings may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on relevant work products to influence decision making. The Parties share a common interest in achieving all of the above.

B. The Regional Water Authority (“RWA”) is a joint powers authority formed for the purposes, among others, of serving and representing American River regional water supply interests in protecting and enhancing the reliability, availability, affordability, and quality of water resources in the American River region.

C. The Parties and RWA are also the current signatories to a Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments effective April 14, 2021 (the “Existing Agreement”). Through this Agreement, the Water Purveyor Parties and RWA desire to amend, restate, and supersede the terms of the Existing Agreement to: (i) contract for the services of RWA for management of and consultation in Bay-Delta Proceedings; (ii) acknowledge and affirm their common interest to cooperate and coordinate efforts to protect American River water rights and water supplies as part of one or more Bay-Delta Proceedings; and (iii) establish cost-sharing arrangements for the management of the cooperative and coordinated effort contemplated by this Agreement and for related consultant work and expenses..

D. The Water Purveyor Parties and RWA desire, based on their common interests, to cooperate, coordinate, and share information related to one or more Bay-Delta Proceedings, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Water Purveyor Parties and RWA agree as follows:

1. Management of Coordinated Effort. The Water Purveyor Parties desire to have RWA serve as the project manager for this coordinated effort. RWA agrees to act as the project manager for this coordinated effort, provided that the Water Purveyor Parties pay RWA’s fees as set forth herein.

2. RWA’s Fees for Service and Cost-Sharing.

(a) RWA’s Fees for Project Management Services: In consideration for providing project management services for Bay-Delta Proceedings, the Water Purveyor Parties hereby

agree to annually pay RWA the not-to-exceed amount of \$\_\_\_\_\_, as adjusted from time to time based on the mutual consent of RWA and the Water Purveyor Parties.

(b) Cost Sharing for RWA's Project Management Services. The Water Purveyor Parties desire to share in the costs of RWA's project management service that will be required as part of the Parties' activities related to the Bay-Delta Proceedings. The Parties recognize and agree that some Water Purveyors may choose to actively participate in certain of the Bay-Delta Proceedings but not others and will, therefore, share only in the costs associated with the proceedings in which they choose to participate. The Water Purveyor Parties' respective percentage shares of the costs and fees for RWA's project management services under this Agreement are set forth in Exhibits A-C to this Agreement.

(c) Cost Sharing for Consultant Work. The Water Purveyor Parties desire to share in the costs of consultant work that will be required as part of the Parties' activities related to the Bay-Delta Proceedings. The total obligation of the Water Purveyor Parties to fund the consultants' work on matters contemplated by this Agreement shall not exceed \$500,000 without written amendment to this Agreement. The Water Purveyor Parties' respective percentage shares of the costs and fees for consultant work under this Agreement are set forth in Exhibits A-C to this Agreement. RWA shall not be responsible for any consultant costs under this Agreement.

3. Steering Committee: Retention and Direction of Consultants.

(a) Steering Committees. A steering committee shall be established for each separate Bay-Delta Proceeding in which some or all of the Water Purveyor Parties and RWA wish to participate. Participating Water Purveyor Parties will each appoint a representative to the relevant steering committees, which will make decisions for the Water Purveyor Parties concerning work by consultants under this Agreement and which will consult with RWA in managing the coordinated effort. The steering committees will also make decisions on matters related to executing strategy and policy matters. The Parties hereby acknowledge and consent that RWA staff will remain under the direction of RWA at all times and not the Water Purveyor Parties. The steering committee generally will meet at least once a month during this Agreement's term. Unless specifically provided otherwise herein, an affirmative vote by 2/3 of all members of each of the steering committees shall be required for all decisions of such steering committee which are contemplated by this Agreement. The steering committees may

vote by e-mail provided that all steering committee members are included in the circulation list for those e-mails.

(b) Retention, Direction and Compensation of Consultants. The Water Purveyor Parties will jointly authorize one or more of the Water Purveyor Parties' legal counsel to retain consultants to perform scopes of work as approved by the relevant steering committees, subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by a Water Purveyor Party or its counsel will not prevent that consultant from performing work for another Water Purveyor Party or RWA on matters not included in scopes of work authorized under this Agreement. The Water Purveyor Parties, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to their respective shares as set forth in Exhibits A-C.

(c) Management of Consultants' Work. RWA will manage all work by consultants under the direction of the relevant steering committees. RWA will ensure that its communications with consultants comply with this Agreement's confidentiality arrangements. Provided that RWA's project manager and all Water Purveyor Parties' legal counsel are included on the relevant communications, steering committee members may have direct contact with consultants and consultants may circulate information and drafts directly to steering committee members.

#### 4. Cost-Sharing Upon Addition of Parties and Proceedings.

(a) Addition of New Water Purveyor Party. A new Water Purveyor Party may be added to this Agreement with: (i) written approval by all Parties to this Agreement, and (ii) a written commitment by the new Water Purveyor Party to pay its proportionate share of all of RWA's and the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants, including work already performed under the applicable scope or scopes of work. Upon the addition of a new Water Purveyor Party to the Agreement, that new Water Purveyor Party's share, and the shares of the pre-existing Water Purveyor Parties, of any costs and fees incurred in relation to the applicable scope or scopes of work will be as determined by the Steering Committee prior to the new Water Purveyor Party's admission into this Agreement.

(b) Addition of a New Bay-Delta Proceeding. A new Bay-Delta related proceeding may be added to this Agreement with: (i) establishment of a new steering committee consisting of some or all of the Water Purveyor Parties and RWA, (ii) a written commitment by each of the participating Water Purveyor Parties to pay its proportionate share of all of RWA's and the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants.

(c) Amending the Exhibits. Upon the addition of a new Water Purveyor Party or Bay-Delta Proceeding to the Agreement, RWA shall amend or add an exhibit to reflect the cost-share obligations described herein.

5. Withdrawal, Removal, and Cost-Sharing.

(a) Withdrawal. Any Water Purveyor Party may withdraw from this Agreement in its entirety, or from participating in one or more Bay-Delta related proceedings, at any time; provided, however, in the event that a Water Purveyor Party withdraws after the relevant steering committee(s) has authorized consultants to proceed with certain scopes of work and related task orders, the withdrawing Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's withdrawal. Written notice of withdrawal shall be sent to all members of the Steering Committee. A withdrawing Water Purveyor Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its written notice of withdrawal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that written notice of withdrawal.

(b) Removal. A Water Purveyor Party may be removed from this Agreement in its entirety at any time by a three-fourths (3/4) vote of all Water Purveyor Parties to this Agreement, or from participating in one or more of the Bay-Delta Proceeding subgroups at any time by a three-fourths (3/4) vote of the Water Purveyor Parties in a relevant steering committee; provided, however, in the event that a Water Purveyor Party is removed from this Agreement after the relevant steering committee has authorized consultants to proceed with certain scopes of work and related task orders, the removed Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's removal. A removed Water Purveyor

Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its removal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that removal.

6. Term. This Agreement shall remain in effect until RWA and a majority of the Water Purveyor Parties withdraw from the Agreement. A Bay-Delta Proceeding subgroup may be terminated at any time upon a majority vote of the Water Purveyor Parties within the relevant steering committee. subgroup.

7. Billing Procedures. For all approved scopes of work by consultants under this Agreement, RWA will have the responsibility for collecting and managing each Water Purveyor Party's contribution of funds to pay for that work; processing invoices submitted by the consultants pursuant to the approved scopes of work and budgets; preparing invoices to the Water Purveyor Parties based on the shares specified in Exhibits A-C or any future cost-sharing allocation approved by the Water Purveyor Parties; and for maintaining an accurate accounting of this administration of funds. The Water Purveyor Parties will make payments on invoices presented by RWA within 30 days of the date of the specific invoice.

8. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among some or all the Water Purveyor Parties, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

(b) The Water Purveyor Parties and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Water Purveyor Parties and their employees and contractors as well as any counsel and consultants



retained by the Water Purveyor Parties, or on behalf of the Water Purveyor Parties, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.

(c) Any Joint Defense Materials shared or transmitted by or between Water Purveyor Parties and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.

(d) Each Water Purveyor Party and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.

(e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Water Purveyor Parties, neither a Water Purveyor Party nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another Water Purveyor Party or RWA.

(f) Each Water Purveyor Party and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining Water Purveyor Parties of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Water Purveyor Party or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that Water Purveyor Party or RWA shall promptly notify the party that generated the materials and all remaining Water Purveyor Parties. The purpose of these notifications is to provide the party that generated the Joint Defense Materials or any remaining Water Purveyor Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the Water Purveyor Parties and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the Water Purveyor Parties' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

(i) All Parties hereby acknowledge that those parties participating in a Bay-Delta Proceeding subgroup, as identified by Exhibits A-C, shall share Joint Defense Materials only with other parties participating in that subgroup unless authorized by that subgroup's steering committee. Nothing herein shall entitle a Water Purveyor Party to access Joint Defense Materials that relate solely to a Bay-Delta Proceeding subgroup in which that Water Purveyor Party is not actively participating and sharing in costs as set forth in Exhibits A-C. All Parties further acknowledge that Water Purveyor Parties not participating in a Bay-Delta Proceeding subgroup identified in Exhibits A-C retain discretion to take positions that may not align with the common interests of the Water Purveyor Parties that are participating in a Bay-Delta Proceeding subgroup and that such an eventuality does not waive or invalidate the common interests expressed in this Agreement.

(j) If a Water Purveyor Party or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).

(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

9. Attorney-Client Relationships. The Water Purveyor Parties and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings. Similarly, no legal counsel will have a duty of loyalty or confidentiality to any other Water Purveyor Party or RWA other than that legal counsel's specific client(s), and consequently, no Water Purveyor Party may seek to disqualify the legal counsel for another Water Purveyor Party as a result of the legal counsel's participation in discussions and actions related to the parties' cooperative efforts under this Agreement.

10. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

11. Entire Agreement. This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original irrespective of the date of the execution, and said executed counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement. To ensure that each party has a full copy of this Agreement, upon a party's initial execution of this Agreement, that party shall transmit a copy of its signature to its legal counsel, who shall transmit copies of that copy to all other legal counsel under this Agreement.

13. Notices. All notices and other communications required to be given to a party under the terms of this Agreement (a) shall be in writing; (b) shall be personally delivered, sent via

first class mail, or transmitted by facsimile or email with confirmation of receipt; and (c) shall be directed to such party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such party may hereafter designate by notice in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments.

## **EXHIBT A**

### **Participation and Cost Allocation for Voluntary Agreements in the Sacramento River Watershed as part of the Bay-Delta Water Quality Control Plan**

<b>Water Purveyor</b>	<b>Percent</b>
Carmichael Water District	4.40%
City of Folsom	12.61%
City of Roseville	12.61%
City of Sacramento	12.61%
El Dorado Irrigation District	12.61%
Golden State Water Company	7.33%
Placer County Water Agency	12.61%
Sacramento County Water Agency	12.61%
Sacramento Suburban Water District	12.61%

**AGENDA ITEM 10: APPROVE NOVEMBER 10, 2022 RWA BOARD AGENDA**

Attachment:

Draft November 10, 2022 RWA Board Agenda

**REGIONAL WATER AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Thursday, November 10, 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 RWA 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/85369510380?pwd=Y0JkdEZraVFFY3dTanU3aExTNzR2QT09>

You can also dial in using your phone.

**United States:** 1 669 444 9171

**Meeting ID:** 853 6951 0380 **Passcode:** 825208

**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

3c. Amend RWA Conflict of Interest Code (RWA Policy 200.4)

3d. Approve No Changes to RWA Policy 500.2 and OPEB Investment Portfolio

3e. Rescind the MOU regarding Shared Operations of the Regional Water Authority, the Sacramento Groundwater Authority, and the Sacramento Central Groundwater Authority

3f. Approve Georgetown Divide Public Utility District's membership with the RWA (*requires two-thirds vote in the affirmative of all the Board members per RWA Policy 100.1, section 15*)

**Action: Approve Consent Calendar**

**4. PRESENTATION OF RESOLUTION 2022-03 HONORING ROB SWARTZ FOR HIS YEARS OF SERVICE**

**Action: Adopt Resolution 2022-03**

**5. PRESENTATION OF RESOLUTION 2022-04 HONORING CECILIA PARTRIDGE FOR HER YEARS OF SERVICE**

**Action: Adopt Resolution 2022-04**

**6. EMPLOYEE COMPENSATION SURVEY AND RECLASSIFICATION STUDY**

Information and Presentation: Patty Howard, RGS Lead Advisor

**Action: Approve Government Relations Manager Position Description**

**Action: Amend Project Research Assistant Position Description**

**Action: Amend Finance and Administrative Services Manager Position Description**

**7. RWA POLICY 200.3 REVISIONS – PROCEDURES FOR THE SELECTION OF EXECUTIVE COMMITTEE MEMBERS**

Discussion: Kerry Schmitz, Ad Hoc Committee Chair

**Action: Provide Direction to the Ad Hoc Committee**

**8. STRATEGIC PLAN UPDATE**

Discussion: Jim Peifer, Executive Director

**9. COMMON INTEREST MANAGEMENT SERVICES (CIMS) PROGRAM**

**Action: Approve the Common Interest Management Services (CIMS) Program**

**10. SPACE PLANNING UPDATE**

Discussion: Jim Peifer, Executive Director

**11. EXECUTIVE DIRECTOR'S REPORT**

**12. DIRECTORS' COMMENTS**

**ADJOURNMENT**

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

January 12, 2023 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:**

December 14, 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 11: AD HOC COMMITTEE UPDATES**

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

### **Ad Hoc Committees:**

- 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, C. Lee
- 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
- 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, A. Foster, S. Bigley
- Purchasing Ad Hoc Committee – Members: R. Scott (Chair), D. York, B. Smith, M. Carrey, T. Barela, T. Eising
- Awards Committee – Members: K. Schmitz (Chair), P. Schubert, and P. Selsky

### **Standing Committees**

- Federal Affairs
- Water Quality

Information: Jim Peifer, Executive Director

## **AGENDA ITEM 12: EXECUTIVE DIRECTOR'S REPORT**

An oral report will be provided.

## **AGENDA ITEM 13: DIRECTORS' COMMENTS**