



**REGIONAL WATER AUTHORITY
EXECUTIVE COMMITTEE MEETING**

**Tuesday, May 2, 2023
at 1:30 p.m.**

**5620 Birdcage Street, Suite 110
Citrus Heights, CA 95610
(916) 967-7692**

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 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.

AGENDA

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.

3.1 Approve draft meeting minutes of the March 28, 2023 Executive Committee Meeting.

- 3.2** Recommend approval by the Board of Directors for the Executive Director to execute Task Order # T-02 in the amount of \$243,900 with Woodard & Curran for Technical Modeling Support for the development of the Sacramento Regional Water Bank

Action: Approve Consent Calendar

4. RWA ENDORSEMENTS

Chair: Tony Firenzi

Discussion: Provide feedback regarding the RWA endorsing individuals seeking association positions

5. LEGISLATIVE POSITIONS

Staff: Ryan Ojakian, Manager of Legislative and Regulatory Affairs

Discussion/Action: Approve positions on legislative bills

6. RWA BOARD AGENDA

Discussion/Action: Jim Peifer, Executive Director

Action: Approve RWA Board Agenda for May 18, 2023 Board Meeting

7. OPPORTUNITY FOR PUBLIC TO ADDRESS CLOSED SESSION MATTERS

8. CLOSED SESSION

- Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: Executive Director
- Closed session regarding labor negotiations (Gov. Code, § 54957.6.)
Agency Representative(s): Directors Firenzi and Ewart
Unrepresented employee: Executive Director

9. ANNOUNCEMENT OF REPORTABLE ACTION IN CLOSED SESSION

10. EXECUTIVE DIRECTOR'S REPORT

11. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Next RWA Board of Director's Meeting:

May 18, 2023 9:00 a.m. at the City of Roseville - Corporation Yard, 2005 Hilltop Circle, Roseville, CA 95747. The location is subject to change.

Next RWA Executive Committee Meeting:

May 30, 2023, 1:30 p.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights, CA 95610. The location is subject to change.

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/>.

RWA Board of Directors

2023 Chair: Tony Firenzi

2023 Vice Chair: Brett Ewart

California American Water

Audie Foster, General Manager

Evan Jacobs, Operations Manager

Carmichael Water District

Ron Greenwood, Board Member

Cathy Lee, General Manager

Citrus Heights Water District

Caryl Sheehan, Director

Raymond Riehle, Director

Hilary Straus, General Manager (alternate)

Rebecca Scott, Principal Operations Specialist (alternate)

City of Folsom

YK Chalamcherla, Councilmember

Marcus Yasutake, Environmental/Water Resources Director (alternate)

City of Lincoln

Holly Andreatta, Councilmember

Chuck Poole, Water Facilities Supervisor (alternate)

City of Roseville

Pauline Roccucci, Councilmember

Scott Alvord, Councilmember (alternate)

Sean Bigley, Assistant Environment Utilities Director

Rich Plecker, Director of Utilities (alternate)

City of Sacramento

Lisa Kaplan, Councilmember

Brett Ewart, Water Policy & Regional Planning Supervising Engineer, Vice Chair

Michelle Carrey, Supervising Engineer (alternate)

Anne Sanger, Policy and Legislative Specialist (alternate)

City of West Sacramento

Martha Guerrero, Councilmember

William Roberts, Director of Public Works and Operations

City of Yuba City

Shon Harris, Councilmember

Diana Langley, City Manager

Del Paso Manor Water District

Gwynne Pratt, Board Member

Victoria Hoppe, Acting General Manager

El Dorado Irrigation District

Pat Dwyer, Director/Board President

Jim Abercrombie, General Manager

Brian Mueller, Engineering Director (alternate)

* Names highlighted in red are Executive Committee members

Elk Grove Water District <i>Tom Nelson</i> , Board Chair <i>Bruce Kamilos</i> , General Manager
Fair Oaks Water District <i>Randy Marx</i> , Board Member <i>Tom Gray</i> , General Manager
Georgetown Divide Public Utility District <i>Michael Saunders</i> , Board Member <i>Nicholas Schneider</i> , General Manager <i>Adam Brown</i> , Operations Manager (alternate)
Golden State Water Company <i>Paul Schubert</i> , General Manager <i>Ernie Gisler</i> , Capital Program Manager
Nevada Irrigation District <i>Ricki Heck</i> , Board Member <i>Karen Hull</i> , Board Member (alternate) <i>Greg Jones</i> , Assistant General Manager <i>Jennifer Hanson</i> , General Manager (alternate)
Orange Vale Water Company <i>Robert Hunter</i> , Board Member <i>Joe Duran</i> , General Manager
Placer County Water Agency <i>Robert Dugan</i> , Board Member <i>Tony Firenzi</i> , Director of Strategic Affairs, Chair <i>Andy Fecko</i> , General Manager, (alternate) <i>Mike Lee</i> , Board Member, (alternate)
Rancho Murieta Community Services District <i>Tim Maybee</i> , Director <i>Michael Fritschi</i> , Interim General Manager
Sacramento County Water Agency <i>Patrick Kennedy</i> , Supervisor <i>Michael Grinstead</i> , P.E. Principal Civil Engineer (alternate)
Sacramento Suburban Water District <i>Robert Wichert</i> , Board Member <i>Dan York</i> , General Manager (alternate) <i>Jay Boatwright</i> , (alternate) <i>Craig Locke</i> , (alternate) <i>Dave Jones</i> , (alternate) <i>Kevin Thomas</i> , Board Member (alternate)
San Juan Water District <i>Dan Rich</i> , Director <i>Greg Zlotnick</i> , Water Resources and Strategic Affairs (alternate) <i>Ted Costa</i> , Board President (alternate) <i>Paul Helliker</i> , General Manager (alternate)

* Names highlighted in red are Executive Committee members

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

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

* Names highlighted in red are Executive Committee members

Topic: Public Comment
Type: New Business
Item For: Information/Discussion
Purpose: [Policy 200.1, Rule 11](#)

SUBMITTED BY: Ashley Flores, CMC
Secretary

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an information item to provide an opportunity for the Regional Water Authority Executive Committee to recognize or hear from visitors that may be attending the meeting or to allow members of the public to address the Executive Committee on matters that are not on the agenda.

As noted on the agenda, 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.

STAFF RECOMMENDED ACTION

None. This item is for information only.

BACKGROUND

Public agencies are required by law to provide an opportunity for the public to address the RWA Executive Committee matters that are not on the agenda.

Topic: Meeting Minutes
Type: Consent Calendar
Item For: Action; Motion to Approve
Purpose: [Policy 200.1, Rule 14](#)

SUBMITTED BY: Ashley Flores, CMC
Secretary

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Executive Committee to review and consider approving the draft minutes of the regular Regional Water Authority Executive Committee Meeting of March 28, 2023.

STAFF RECOMMENDED ACTION

A motion to approve the Minutes, as presented or amended.

BACKGROUND

The draft minutes of the above referenced meetings are included with this Agenda. The minutes reflect the RWA Policy 200.1 to document specific details on items discussed at the meetings.

The Executive Director may list on the agenda a "consent calendar", which will consist of routine matters on which there is generally no opposition or need for discussion. Examples of consent calendar items might include approval of minutes, financial reports and routine resolutions. Any matter may be removed from the consent calendar and placed on the regular calendar at the request of any member of the Board. The entire consent calendar may be approved by a single motion made, seconded and approved by the Board.

FINDING/CONCLUSION

Staff believes the draft of the presented minutes correctly reflect the information shared and actions taken by the Executive Committee.

ATTACHMENTS

Attachment 1- Draft meeting minutes of the Regional Water Authority Executive Committee Meeting of March 28, 2023

1. CALL TO ORDER

Chair Firenzi called the regular meeting of the Executive Committee to order on March 28, 2023 at 1:32 p.m. at the RWA Board Room located at 5620 Birdcage Street, Citrus Heights, CA 95610. Six of the Executive Committee Members were present at roll call; a quorum was established. Individuals in attendance are listed below:

Executive Committee Members

Audie Foster, California American Water
Sean Bigley, City of Roseville
Brett Ewart, City of Sacramento
William Roberts, City of West Sacramento
Bruce Kamilos, Elk Grove Water District
Michael Saunders, Georgetown Divide Public Utility District
Tony Firenzi, Placer County Water Agency

Staff Members

Jim Peifer, Trevor Joseph, Ryan Ojakian, Josette Reina-Luken, Raiyna Villasenor, Monica Garcia, Ashley Flores and Andrew Ramos, legal counsel.

Others in Attendance:

Patty Howard, Lead Advisor, RGS

Patty Howard entered the meeting at 1:37 p.m.

Michael Saunders entered the meeting at 1:41 p.m.

Executive Director Peifer distributed a memo from Andrew Ramos, legal counsel regarding compliance of the Brown Act.

Chair Firenzi requested to pull Agenda Item 7 off the agenda. Chair Firenzi asked if any of the Executive Committee members objected to the change made to the agenda, there was no objection. Chair Firenzi adopted the agenda as amended.

2. PUBLIC COMMENT

None

3. CONSENT CALENDAR

A motion was made to approve the consent calendar as presented.

Motion/Second/Carried Director Bigley moved, with a second by Director Kamilos

Audie Foster, California American Water; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Tony Firenzi, Placer County Water Agency; voted yes. The motion passed.

Roll Call Vote: Ayes- 6
Noes- 0
Abstained- 0
Absent- 3

4. EXECUTIVE DIRECTOR SALARY SURVEY AND COMPENSATION DRAFT REPORT

Chair Firenzi and Patty Howard, Lead Advisor provided a presentation on this information item to the Executive Committee to receive and file the Executive Director Salary Survey and Compensation Draft Report.

Ms. Howard presented her findings on the Executive Director Salary Survey and Compensation Draft Report along with a brief PowerPoint presentation and answered questions of the Committee.

Chair Firenzi updated the Executive Committee explaining that there is an evaluation process managed by the designated subcommittee. The subcommittee will develop a recommendation of compensation, a CPI based merit and bonus consideration. The totality of compensation will consider the current market survey, including the Executive Director Salary Survey and Compensation Draft Report, and RWA Directors evaluation.

Mr. Ramos explained this information will come to the Executive Committee in Closed Session in May. The item will be brought to the RWA Board as a Closed Session under labor negotiations and to open session for final approval.

Director Foster asked Ms. Howard if additional compensation was considered in the study.

Ms. Howard clarified that additional compensation such as bonuses are not considered as compensation and not included in the study.

Chair Firenzi asked that a disclosure be added to the study that additional compensation such as bonuses are not considered as compensation and not included in the study.

Director Ewart asked why Water District General Managers were not included in the comparables. Ms. Howard explained that General Managers have a different scope of work and position.

Ms. Howard took direction from the Executive Committee to finalize the report with the recommended edits.

Ms. Howard exited the meeting at 2:04 p.m.

5. FY 2023-24 PROPOSED RWA BUDGET

Ms. Reina-Luken presented this action item for the Board of Directors to receive a presentation and recommend approval of the proposed FY 2023/24 Budget to the RWA Board of Directors.

The presentation provided an overview of those critical budget issues including potential increase in annual dues for board, associate and affiliate members, and budget expense category increases such as estimated cost of living allowance, office relocation, and PERS side payment to future unfunded liability. A zero percent (0%) increase on general membership and associate membership fees is proposed for Fiscal Year 2023-2024 (FY24). Staff salaries are within ranges assigned by the compensation survey and reflect a possible 4% increase for merit if eligible plus an assumption of 3% for a cost-of-living allowance (COLA) and a similar combined increase in the out years. Funds in excess of the Operating Fund Designation revert to undesignated (non-restricted) cash which can later be applied towards future year expenses. The Powerhouse Science Center ("PSC")/MOSAC designation represents the difference in collection of fees for this project versus the payments made per the PSC contract. The restrictions for the RWA subscription programs including WEP, CIMS, and RWA member-based grant programs including the Biological Opinion Support Services and Sacramento Regional Water Bank programs reflect a decrease in approximately \$259,438 from the prior year reflecting a spend down and/or completion of specific programs like the completion of the Bonneville grant program (\$242,000).

The presentation also included a discussion of potential budget transfers to staff subscription programs and the corresponding cash designations which restrict funds for specific purposes in accordance with RWA financial policies. There are two RWA subscription programs that fund staff positions and programmatic costs in its entirety including WEP and CIMS programs. For FY24, a total of 30% of WEP's staffing and office expenses will be paid for by RWA core dues as reimbursement for time that the WEP Manager spends on non-WEP related activities. For CIMS, a 10% transfer for the Manager of Strategic Affairs for time spent on non-CIMS related

activities. With this transfer, WEP projects expenses in excess of revenues by approximately \$47,360 which will be paid from WEP reserves. The CIMS program fees cover 100% of the Manager of Strategic Affairs salary and all programmatic and administrative costs after the 10% RWA Core Transfer.

Ms. Reina-Luken also explained how the planned deficit unrestricted cash will be depleted next year. The RWA's Operating Designation Policy is in place that provides support if we do need to pivot for unknown costs.

Director Kamilos requested that the budget be amended to reflect the COLA as a semi-annual 6% for FY 2023/24.

A motion was made to recommend approval of the proposed FY 2023/24 Budget to the Board of Directors.

Motion/Second/Carried Director Ewart moved, with a second by Director Foster.

Audie Foster, California American Water; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Michael Saunders, Georgetown Divide Public Utility District; Tony Firenzi, Placer County Water Agency voted yes. The motion passed.

Roll Call Vote: Ayes- 7
Noes- 0
Abstained- 0
Absent- 2

6. LEGISLATIVE POSITIONS

Mr. Ojakian presented an action item for the Executive Committee to review and discuss various State legislation and approve positions on legislative bills. Mr. Ojakian provided an oral report on legislation and recommended Executive Committee action on bills related to water rights administration, bond measures, groundwater management, and water use efficiency.

AB 30 (Ward D- San Diego) Broadens the atmospheric river program administered through the Department of Water Resources to link reservoir and flood control operations with best practices in prediction modeling to optimize water management, increase storage, and reduce flood risk.

Recommendation: Support

AB 460 (Bauer-Kahan D- Orinda) Would establish expansive authority for the State Water Resources Control Board to issue interim relief orders.

Recommendation: Oppose Unless Amended

AB 560 (Bennett D- Ventura) Would require the court to refer a proposed judgment in specified adjudication proceedings to the State Water Resources Control Board for an advisory determination as to whether the proposed judgment will substantially impair the ability of a groundwater sustainability agency, the board, or the department to achieve sustainable groundwater management.

Recommendation: Oppose

AB 676 (Bennett D- Ventura) Would provide specific examples of the use of water for domestic purposes, including, but not limited to, sustenance of human beings and household conveniences. The bill would provide that all water rights remain subject to specified laws.

Recommendation: Oppose

AB 754 (Papan D- San Mateo) Would require an urban water management plan, if a reservoir is identified as an existing or planned source of water, to include specified information related to water storage and conservation, including, among other things, a target water supply storage curve, and an automatic conservation plan that would be implemented when the reservoir storage level falls below the target water supply storage curve.

Recommendation: Oppose

The Executive Committee agreed to assist in drafting a letter of opposition from RWA.

AB 779 (Wilson D- Fairfield) Would require new actions to be taken by a GSA in the event of an adjudication in their basin. Those include a requirement for a GSA to submit and report on a monitoring plan, pumping restrictions, require a GSA to hold a public meeting on what an adjudication means, and authorize a GSA to invite the Water Board and or DWR to the public meeting.

Recommendation: Oppose

AB 1337 (Wicks D- Oakland) Would authorize the State Water Resources Control Board to adopt regulations for various water conservation purposes, including, but not limited to, to prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water, and to implement these regulations through orders curtailing the diversion or use of water under any claim of right.

Recommendation: Oppose

AB 1567 (Garcia D- Coachella) Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2023, which, if approved by the voters, would authorize the issuance of \$15.1 billion of bonds pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention,

drought preparation, flood protection, extreme heat mitigation, and workforce development programs. Would provide for the submission of these provisions to the voters at the November 5, 2024, statewide general election.

Recommendation: Support If Amended

AB 1572 (Friedman D- Burbank) Would prohibit the use of potable water, as defined, for the irrigation of nonfunctional turf located on commercial, industrial, municipal, institutional, and multifamily residential properties, as specified.

Recommendation: Oppose Unless Amended

SB 48 (Becker D- Menlo Park) Current law requires each utility to maintain records of the energy usage data of all buildings to which they provide service for at least the most recent 12 complete calendar months, and to deliver or otherwise provide that aggregated energy usage data for each covered building, as defined, to the owner, as specified. This bill would expand those requirements, beginning January 1, 2025, to include each utility that provides water service and its water usage data.

Recommendation: Oppose Unless Amended

SB 361 (Dodd D- Napa) Would require the Department of Water Resources and the State Water Resources Control Board, upon appropriation of funds by the Legislature, to reactivate, upgrade, and install new stream gages, as provided.

Recommendation: Support

SB 389 (Allen D- Santa Monica) Would authorize the State Water Resources Control Board to investigate the diversion and use of water from a stream system to determine whether the diversion and use are based upon appropriation, riparian right, or other basis of right.

Recommendation: Oppose Unless Amended

Directors Ewart, Firenzi, and Saunders (City of Sacramento, Placer County Water Agency, and Georgetown Divide Public Utility District), requested that Mr. Ojakian to reach out to their Water Right Attorneys.

SB 867 (Allen D- Santa Monica) Would enact the Drought and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, and Park Creation and Outdoor Access Bond Act of 2023, which, if approved by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance projects for drought and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, and park creation and

outdoor access programs. Would provide for the submission of these provisions to the voters at an unspecified statewide election.

Recommendation: Support If Amended

A motion to approve the recommended positions on the legislative bills as presented, including AB 30.

Motion/Second/Carried Director Kamilos moved, with a second by Director Saunders.

Audie Foster, California American Water; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Michael Saunders, Georgetown Divide Public Utility District; Tony Firenzi, Placer County Water Agency voted yes. The motion passed.

Roll Call Vote: Ayes- 7
Noes- 0
Abstained- 0
Absent- 2

7. FUTURE EXECUTIVE COMMITTEE MEETING TIMES – *ITEM PULLED*

This item was pulled by Chair Firenzi to be brought back at a later date.

8. EXECUTIVE DIRECTOR'S REPORT

Executive Director Peifer reported that he was recently interviewed by reporter James Taylor, the link can be found in his report. RWA submitting a letter on the Conservation Regulations on March 30, 2023, RWA will be supporting the ACWA comments but also adding a few of our own.

He also reported RWA has come a long way in the last 10 years, state officials would not talk to us about specific water related bills. Now, the administration is reaching out to us frequently on things RWA is interested in. He expressed how proud of the progress RWA has made.

RWA met with Nancy Vogel regarding Recharge in the Sacramento region.

9. DIRECTORS' COMMENTS

Director Bigley met with DWR/SGMA staff today, they are working on a series of videos about Recharge projects around the state. On April 15, Roseville will be

highlighted in their campaign. Section 215 Contract, reclamation recharge, is ending today. Department of Water Resources will revisit future opportunities later in the year.

Director Ewart shared his perspective on substitution transfers that if you want recognition for conjunctive use - this is the year to take such action.

Director Roberts gave kudos to Josette Reina-Luken and Ryan Ojakian for great reports and presentations.

Director Kamilos asked what the topic or reason for the Special Closed Session meeting on April 12, 2023.

Mr. Peifer explained that it is related to briefing the members on the American River Voluntary Agreement and identify the series of projects that could be funded through the agreement.

Director Saunders reported that he met with State Water Resources Board members and was asked to provide data on wildfire flows and wildfire information. Kevin Kiley contacted Georgetown Divide Public Utility District to tell them they were one of 13 to receive appropriations for a three-million-gallon tank for their District's efforts for wildfire protection and response.

Chair Firenzi reported that although NCWA, ACWA, and RWA supportive of their stance on water use efficiency. PCWA is drafting a letter arguing the term "irrigable land" due to large lots.

ADJOURNMENT

With no further business to come before the Board, Chair Firenzi adjourned the meeting at 3:54 p.m.

By:

Chairperson

Attest:

Ashley Flores, Secretary

Topic: Recommend Approval of Task Order # T-02 with Woodard & Curran
Type: Consent Calendar
Item For: Action; Recommend Approval by the Board of Directors
Purpose:

SUBMITTED BY:	Trevor Joseph, Manager of Technical Services	PRESENTER:	Trevor Joseph, Manager of Technical Services
---------------	--	------------	--

EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Executive Committee to review and consider recommending approval by the Board of Directors for the Executive Director to execute Task Order # T-02 in the amount of \$243,900 with Woodard & Curran for Technical Modeling Support for the development of the Sacramento Regional Water Bank

STAFF RECOMMENDED ACTION

A motion to recommend approval by the Board of Directors for the Executive Director to execute Task Order # T-02 in the amount of \$243,900 with Woodard & Curran for Technical Modeling Support for the development of the Sacramento Regional Water Bank

BACKGROUND

In January 2023, the Executive Committee authorized the Executive Director to enter into a Professional Services Agreement with Woodard & Curran and authorized Task order #T-01 in the amount of \$49,998 and waived RWA Professional Services Policy 300.2. The scope under Task Order #T-01 included developing templates for the CalSim-CoSANA mapping to facilitate and streamline development of model baselines working in close coordination with Stantec and Khadam Consulting Inc. (consultants) handling the CalSim model (CalSim team).

Task Order #T-02 outlines the work by Woodard & Curran to complete the CalSim and CoSANA mapping efforts, develop and analyze a preliminary water bank scenario including evaluating and developing an initial loss factor and development of a preliminary “leave behind” storage estimate and development of consistent baselines between the two models and water bank scenarios.

FINDING/CONCLUSION

Staff is now requesting additional consulting support for the development of the Sacramento Regional Water Bank (SRWB). Woodard & Curran’s groundwater modeling support with use of the CoSANA groundwater model is critical to the success of the SRWB.

Agenda Item 3.2



ATTACHMENTS

Attachment 1- Professional Services Agreement with Woodard & Curran

Attachment 2- Task Order #T-02 with Woodard & Curran

Regional Water Authority Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Regional Water Authority, a local government agency ("RWA"), and Woodard & Curran, Inc., a Maine corporation ("Contractor"), who agree as follows:

1 Scope of Work

Contractor is being retained to provide technical assistance regarding the development of the Sacramento Regional Water Bank. Contractor shall perform the work and render the services described in the attached Exhibit A and subsequent task orders to be negotiated and approved by RWA and Contractor (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 RWA shall pay to Contractor a fee based on:

☒ X Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

☐ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed (a) \$150,000, upon approval of this Agreement by the RWA Executive Committee, and (b) \$750,000, upon approval of this higher amount by the RWA Board of Directors. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by RWA. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

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

3 Term

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

3.2 This Agreement may be terminated at any time by RWA upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by RWA based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

4.2 Intentionally omitted.

5 Conflict of Interest

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

6 Contractor Records

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

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

7 Ownership of Documents

Except for Contractor's proprietary software, source code, software frameworks and methodologies, and intellectual property, all works of authorship and every report, study,

spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to RWA ("Work Product") shall be the property of RWA, and RWA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without RWA's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, RWA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If RWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then RWA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to RWA in paper format, upon request by RWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to RWA in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

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

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

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

8.4 Unless otherwise directed in writing by the RWA, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the RWA that such materials have been destroyed provided however that Contractor may retain one copy of such Confidential Information for archival purposes only to be kept in its confidential file. Notwithstanding the foregoing, RWA acknowledges that Contractor may maintain back up of documents held on its computer systems in accordance with its normal IT systems policy.

9 Compliance with Laws

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

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

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

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

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

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

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

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

Contractor's Public Works Contractor Registration Number: N/A

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

Contractor's Public Works Contractor Registration Number: N/A

d. Intentionally omitted.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless RWA, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors.

The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of RWA or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

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

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: *[The general liability and automobile coverage limits may be adjusted depending on the overall risks, cost and complexity associated with the work.]*

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

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

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name RWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. RWA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each

insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to RWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to RWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of RWA for the Work performed by Contractor.

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

12 General Provisions

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

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

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

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any

transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

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

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

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

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

RWA:

Regional Water Authority

Attn: _____

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

E-mail: _____

Contractor: Woodard & Curran, Inc.

Attn: Ali Taghavi, Ph.D., P.E.

801 T Street, Sacramento, CA 95811

E-mail: ataghavi@woodardcurran.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

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

electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Regional Water Authority:

Dated: _____

By: _____

Woodard & Curran, Inc.

Dated: 02/01/2023 _____

By: Ali Taghavi 
Senior Principal | Senior Technical Practice Leader

electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Regional Water Authority:

Dated: 2/1/23

By: 

Woodard & Curran, Inc.

Dated: _____

By: Ali Taghavi
Senior Principal | Senior Technical Practice Leader

Regional Water Authority (RWA)
CoSANA-CalSim Regional Water Bank Analysis
Task Order 1
January 26, 2023

Introduction

This Task Order (TO) outlines the work to be completed by Woodard & Curran (W&C) to build procedures and templates to integrate CoSANA and CalSim models, provide consistency between the two models, and increase efficiency of future model applications. Once the models are integrated, the models will be used for developing and analyzing water bank operational scenarios under a separate TO as part of establishing a regional groundwater banking opportunity in the Sacramento region. This project will be conducted in close coordination and collaboration with the Stantec CalSim team (CalSim team). The entire project encompasses two phases that will be conducted under two TOs, as listed below.

- Task Order 1 (TO 1): CoSANA-CalSim Integration
- Task Order 2 (TO 2): Environmental Compliance Support

The scope of work for TO 1 will be conducted in two parts. The first part of TO 1 is described below. The second part of the scope of work for TO 1 can be provided separately at a later time. TO 2 is also provided separately.

Scope of Work: CoSANA-CalSim Integration

CoSANA-CalSim integration encompasses development of tools to reconcile model datasets between CoSANA and CalSim models and develop procedures for input-output exchange between the two models. Working in close coordination with the CalSim team, W&C will develop a suite of tools to facilitate and streamline development of model scenarios.

At the end of this effort, the workflow and tools will be established to integrate the two models. This effort establishes the foundation of model integration and provides consistency between the two models.

TO 1 includes two tasks as described below.

Task 1: CoSANA CalSim Integration

In Task 1, W&C will develop custom tools that generate CoSANA model input templates based on a set of CalSim operational parameters including surface water diversion, groundwater pumping, and stream inflows. Task 1 also includes conceptualization of stream accretions and depletions accounting, and reconciliation of datasets in the two models, working in close collaboration with the CalSim team.

Task 1.1 CalSim to CoSANA Conversion Template for Surface Water Diversions

W&C will develop a tool to convert CalSim surface water diversions into CoSANA model inputs. This will include mapping surface water diversions used in CalSim to the equivalent CoSANA diversions. Other specifications of diversions, such as recoverable and non-recoverable loss factors will be reviewed and updated where necessary. Review of templates and model setup will be conducted in coordination with the CalSim team.

Task 1.2 CalSim to CoSANA Conversion Template for Groundwater Pumping

W&C will develop a tool to convert CalSim groundwater pumping into CoSANA model inputs. This will include mapping well-fields to CalSim demand units, and development of procedure for disaggregation of total groundwater pumping from CalSim to urban and agricultural pumping in the CoSANA model. Procedures will also be developed for simulating pumping not included as part of CalSim (e.g., for rural residential demand). Review of templates and model setup will be conducted in coordination with the CalSim team.

Task 1.3 CalSim to CoSANA Conversion Template for Stream Inflows

W&C will develop a tool to convert CalSim stream inflows into CoSANA model inputs. This will include mapping CalSim inflows to equivalent stream nodes in the CoSANA model, and formatting to model ready inputs. Review of templates and model setup will be conducted in coordination with the CalSim team.

Task 1.4 Coordination on Stream Accretions and Depletions

Analysis of stream accretions and depletions will be a key aspect of evaluating potential impacts and benefits resulting from water bank operations. In this task, W&C, in coordination with the CalSim team, will develop an analysis framework for understanding and quantifying stream-groundwater interactions and stream accretions and depletions as the model datasets are passed from the CalSim model to CoSANA. This analysis will consider all stream reaches and spatial and temporal considerations for quantifying accretions and depletions.

Task 1.5 Coordination on Deep Percolation

In this task, W&C will work in coordination with the CalSim team to compare deep percolation between the two models and reconcile model differences to ensure consistency between CoSANA and CalSim.

Task 1.6 QC and Verification

W&C team will perform quality control review of Tasks 1.1 through 1.5 results in its entirety and will verify the data incorporated into CoSANA are complete and integration of the two models functions properly, in coordination with the CalSim team.

Task 1 Deliverables:

- Tools developed under Task 1 are integral to the CoSANA modeling suite of tools and not intended to be standalone tools. Tools will be used under TO 2 to produce model results that will be provided as deliverables.

Task 2: Project Management & Coordination

Task 2.1 Project Management

This task will include the overall project management activities and support. W&C will conduct project quality control, prepare monthly progress reports and invoices, and manage the project schedule and budget.

Task 2.2 Technical Team Coordination Calls

W&C will participate in up to two (2) coordination calls with the RWA team to review the project progress and discuss any outstanding issues and concerns and direction moving forward. These coordination calls will be conducted via video conference calls.

Task 2.3 Presentation of Results

W&C, in coordination with CalSim team, will present the outcome of the TO 1 efforts. A 1-hour meeting will be conducted with RWA, W&C, and CalSim technical teams via video conference. The meeting will be scheduled in coordination with RWA.

Task 3 Deliverables:

- Monthly invoices and progress reports
- Presentation materials, meeting agenda, and notes

TO 1 Budget

The fee for TO 1 services above is not to exceed \$49,998.

Schedule

Work outlined in this scope of work is to be completed in collaboration with RWA project manager. The work is anticipated to be completed within four months following the Notice to Proceed (NTP). A detailed schedule will be coordinated with the RWA project team.



CoSANA-CalSim Regional Water Bank Analysis

Fee Estimate

01/10/2023

Tasks	Labor					Total		
	John Eaghnam	Severin Orsby	Sebastien Poore	Andres Diaz	Adrian	Total Hours	Total Labor Costs (\$)	Total Fee
	PIC	PM	Engineer	Engineer	Project Coordinator			
	\$330	\$295	\$235	\$235	\$116			
TO 1: CoSANA-CalSim Integration								
Task 1: CoSANA-CalSim Integration								
1.1 CalSim to CoSANA Conversion Template for SW diversions		2	16	4		22	\$5,290	\$5,290
1.2 CalSim to CoSANA Conversion Template for GW pumping		8	24	12		44	\$10,820	\$10,820
1.3 CalSim to CoSANA Conversion Template for Stream Inflows		2	16	4		22	\$5,290	\$5,290
1.4 Coordination on Stream Accretions and Depletions	2	4	24			30	\$7,480	\$7,480
1.5 Coordination on Deep Percolation		2	12	8		22	\$5,290	\$5,290
1.6 QC and Verification	6	8	16			30	\$8,100	\$8,100
Subtotal Task 1:	8	26	108	28	0	170	\$42,270	\$42,270
Task 2: Project Management & Coordination								
2.1 Project Management (Monthly Invoicing and Progress Reports)		4			1.5	5.45	\$1,348	\$1,348
2.2 Technical Team Coordination calls (up to 2)	2	4	8			14	\$3,720	\$3,720
2.3 Presentation of Results (1-hr meeting)		2	6			10	\$2,660	\$2,660
Subtotal Task 2:	2	10	14	0	1.5	29.45	\$7,728	\$7,728
TOTAL TO 1	12	36	122	28	1.5	179.95	\$49,998	\$49,998

1. The individual hourly rates include salary, overhead and profit
2. Subconsultants will be billed at actual cost plus 10%
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

This Task Order is approved by the parties and executed on the date written above.



Ali Taghavi
Woodard & Curran, Inc.

02/01/2023

Date

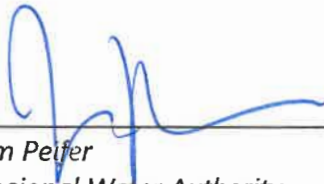
Jim Peifer
Regional Water Authority

Date

This Task Order is approved by the parties and executed on the date written above.

Ali Taghavi
Woodard & Curran, Inc.

Date



Jim Pelfer
Regional Water Authority



Date

Regional Water Authority (RWA)
CoSANA-CalSim Regional Water Bank Analysis
Amendment 1, Task Order 2
April 7, 2023

Scope of Work

This Task Order (TO) 2 outlines the work to be completed by Woodard & Curran (W&C) to complete the CalSim and CoSANA mapping efforts, develop and analyze a preliminary water bank scenario, and develop consistent baselines between the two models.

As part of the effort under the ongoing TO 1, W&C has been developing templates for the CalSim-CoSANA mapping to facilitate and streamline development of model baselines and water bank scenarios, working in close coordination with the consultant teams (Stantec and Khadam Consulting Inc.) handling the CalSim model (CalSim team).

TO 2 includes four tasks as described below.

Task 1: CalSim – CoSANA Mapping

Task 1 will include additional efforts for the CalSim-CoSANA mapping, as well as confirmation and refinements as part of the template developments.

Subtask 1.1 Confirmation and Refinement of CalSim to CoSANA Urban Demand Area Mapping

Urban demand units in CalSim have been disaggregated to match those in CoSANA. This task will include coordination effort between CalSim and CoSANA teams for comparing the urban demand units between CalSim and CoSANA and confirming the consistencies between the two models. W&C team will review how CoSANA represents CalSim urban demand mapping and make further refinements as needed.

Subtask 1.2 Confirmation of CalSim to CoSANA Agricultural Demand Area Mapping

This task will include limited coordination effort between CalSim and CoSANA teams for confirming the decision on handling the agricultural demand units between the two models. It is anticipated that agricultural demands in CoSANA will be used as is, due to a more refined representation of the local land use conditions in CoSANA compared to CalSim.

Subtask 1.3 Develop Conceptual Framework for Water Bank Accounting Schematic

This task will include developing a conceptual framework for water bank accounting. This will be a simplified conceptual water bank accounting schematic using diagrams and graphics to help illustrate how surface water and groundwater can be operated conjunctively and how water balance of gains and losses under water bank operations can be accounted for during wet and dry periods.

Task 1 Deliverables:

- Tools and templates developed under Task 1 are integral to the CoSANA modeling suite of tools and not intended to be standalone tools. Tools will be used during the following tasks in this TO and also future TOs to produce model results that will be provided as deliverables.
- A schematic of water bank accounting framework.

Task 2: Develop and Analyze Preliminary Water Bank Scenario

Task 2 will perform a preliminary water bank scenario applying the templates developed under Task 1. The outcome of this preliminary analysis will help guide future water bank analysis. This task will also verify the procedural aspects of data transfer between the two models. The models developed under this task are intended to facilitate a proof of concept of the data transfer between two models and develop a conceptual framework for analyzing the potential impacts from future water bank scenarios.

Task 2.1 Confirmation and Development of Baseline for Water Bank Analysis

This task will confirm the selection of a baseline model and the types of data transfer between the two models. Templates developed under Task 1 will be used for data transfer between the two models. The baseline in each model will simulate hydrology and operations for the period of water years (WY) 1970-2015, common to both CoSANA and CalSim. This task will assume:

- The GSP baseline for the existing conditions (the latest version available) will be used as the basis for this analysis in CoSANA.
- CalSim data (surface water diversions, groundwater pumping, and stream flows) will be provided and incorporated into the CoSANA baseline model using the templates developed.
- Stream accretion/depletion from the CoSANA baseline outputs will be provided to CalSim.
- Decision on the urban demand in CoSANA will be made based on coordination with, and input from, the CalSim team.

Task 2.2 Preliminary Water Bank Scenario Development

This task will include development of a preliminary water bank scenario consistent between CalSim and CoSANA models, in coordination with the CalSim team. This scenario will simulate hydrology and operations for the period of WY 1970-2015, similar to the baseline. Templates developed under Task 1 will be used for data transfer between the two models simulating the preliminary water bank scenario. Consistent with the baseline analysis under Task 2.1, CalSim data for the preliminary water bank scenario (surface water diversions, groundwater pumping, and stream flows) will be provided and incorporated into CoSANA model using the templates developed. Stream accretion/depletion from the CoSANA model outputs will be provided to CalSim.

Subtask 2.3 Analysis and Interpretation of Model Results

This task will include postprocessing and interpretation of model results from the preliminary water bank scenario relative to the baseline. Postprocessing will include groundwater budgets, groundwater hydrographs, groundwater level contours, and stream hydrographs and will provide outputs needed for CalSim. Interpretation of results will be presented in the context of the GSP requirements in close coordination with CalSim team.

Subtask 2.4 QC and Verification of Results

W&C team will perform a quality control review of the baseline and preliminary water bank scenario comparisons and will verify the data incorporated from CalSim to CoSANA are complete and correctly represented.

Subtask 2.5 Initial Loss Factor Analysis using Existing GSP Scenarios

The purpose of this task is to use the existing GSP CoSANA scenarios for an initial loss factor analysis. The existing CoSANA scenarios representing the GSP future conditions baseline and the regional conjunctive use scenario can be used for this analysis. This task will include a high-level analysis of the CoSANA model results for groundwater budget and storage comparisons against the total recharged (in-lieu) volume as a result of the regional conjunctive use and using the difference to estimate a range of loss factors spatially and temporally. The outcome of this analysis will help guide for further analysis of loss factor with the preliminary water bank scenario.

Subtask 2.6 Preliminary Analysis of "Loss Factor"

This task will include performing preliminary analysis of loss factor associated with water recharged into groundwater storage as a result of the preliminary water bank scenario under

Task 2.2. Up to three (3) model runs will be conducted to evaluate the effects of different loss estimates to develop rules leading to loss factor. CalSim runs incorporating the loss factor will be used as a starting. This task will include setting up quick CoSANA model runs, data transfer between the two models, and a high-level analysis of groundwater budget differences relative to the baseline.

Based on the outcome of these runs, RWA and technical team will discuss and develop a preliminary conceptual framework for the loss factor that can be considered in future water bank scenario analysis. It is anticipated that this preliminary loss factor will be reviewed and refined during the development of future water bank scenarios.

Subtask 2.7 Preliminary Analysis of "Leave Behind"

This task will include performing preliminary analyses of leave behind as part of the water bank scenario under Task 2.2. To evaluate the effects of different leave behind volumes, up to two (2) model runs will be conducted. CalSim runs incorporating the leave behind volume will be used for scenario development. This task will include setting up quick CoSANA model runs, data transfer between the two models, and a high-level analysis of benefits to groundwater from the leave behind volumes. This task does not include a detailed analysis of potential impacts from the preliminary water bank scenario in the context of GSP requirements.

This task will also include a two-hour working session with RWA and team members to discuss the concept for leave behind, define the objectives, and framework for leave behind. The outcome of this working session discussion will be summarized in a short memorandum.

Task 2 Deliverables:

- Presentation of results in a conference call (see Subtask 4.4).
- A short one-page memorandum summarizing the framework for leave behind.

Task 3: Develop Consistent CalSim-CoSANA Baselines

Task 3 will include development of three baseline scenarios consistent between CalSim and CoSANA models. The baselines are referred to as the Existing Conditions, Future Conditions, and Cumulative Conditions, consistent with the terminology used in CalSim. Templates and procedures developed under Task 1 will be used for data transfer between the two models. These baselines are intended for future analyses of water bank scenarios. This task does not include any modifications to land use and ET data in the CoSANA baselines. Agricultural demand in the CoSANA baselines will be used as is since they are based on a more refined representation of the land use conditions compared to CalSim.

Subtask 3.1 Develop Existing Conditions Baseline

This task will include development of an Existing Conditions Baseline consistent between CalSim and CoSANA models. The GSP baseline for the existing conditions (the latest version available) will be used as the basis. CalSim that is currently being updated based on the 2020 Urban Water Management Plans (UWMPs) will be used as a starting. Data from the updated CalSim will be provided and incorporated into CoSANA. CoSANA results will be provided back to CalSim.

Subtask 3.2 Develop Future Conditions Baseline with Climate Change

This task will include development of a Future Conditions Baseline with climate change consistent between CalSim and CoSANA models. The GSP baseline for the future conditions will be used as the basis. Hydrology will be modified based on the 2040 climate change hydrology consistent with the data in CalSim.

Subtask 3.3 Develop Cumulative Conditions Baseline

This task will include development of a Cumulative Conditions Baseline consistent between CalSim and CoSANA models. This baseline will be similar to the Future Conditions Baseline with climate change under Task 3.2 but will include other planned projects in the region (e.g., Harvest Water and OHWD Consumnes recharge). The types of projects to be considered and incorporated into this CoSANA baseline will be discussed and determined in coordination with RWA and CalSim team.

Subtask 3.4 Analysis and Interpretation of Baseline Results

This task will include postprocessing and interpretation of model results from the three baselines against the original GSP baselines. Postprocessing will include groundwater budgets, groundwater hydrographs, groundwater level contours, and stream hydrographs. Interpretation of results will be discussed in close coordination with CalSim team to identify any significant differences from the GSP baselines. This will help guide the future impact analysis of the water bank scenarios in the context of the GSP requirements.

Subtask 3.5 QC and Verification of Results

W&C team will perform quality control review of Task 3 results and will verify the data incorporated from CalSim to CoSANA are complete and correctly represented.

Task 3 Deliverables:

- Presentation of results in a conference call (see Subtask 4.4)

Task 4: Project Management & Coordination

Subtask 4.1 Project Management

This task will include the overall project management activities and support. W&C will conduct project quality control, prepare monthly progress reports and invoices, and manage the project schedule and budget.

Subtask 4.2 Technical Team Coordination Calls

W&C will participate in up to 18 bi-weekly coordination calls with the technical team to review the project progress and discuss any outstanding issues and concerns and direction moving forward. These coordination calls will be conducted via video conference calls.

Subtask 4.3 SRWB Check-in Recurring Calls

W&C will attend up to 12 weekly SRWB Check in Recurring calls with RWA and Stantec staff, on an as needed basis.

Subtask 4.4 Presentation of Results

W&C, in coordination with CalSim team, will present the outcome of this TO. Two, 2-hour meetings will be conducted with RWA and the technical teams via video conference. The meeting will be scheduled in coordination with RWA.

Task 4 Deliverables:

- Monthly invoices and progress reports.
- Presentation materials, meeting agenda, and notes.

TO 2 Budget

The fee for TO 2 services above is not to exceed \$243,900.

Schedule

Work outlined in this scope of work is to be completed in collaboration with RWA project manager. The work is anticipated to be completed within six months following the Notice to Proceed (NTP). A detailed schedule will be coordinated with the RWA project team.

This Task Order is approved by the parties and executed on the date written above.

Tasks	Total
Task 1: CalSim – CoSANA Mapping	\$15,600
Task 2: Develop and Analyze Preliminary Water Bank Scenario	\$107,500
Task 3: Develop Consistent CalSim – CoSANA Baselines	\$71,100
Task 4: Project Management & Coordination	\$49,700
TOTAL TO 2	\$243,900



Ali Taghavi
Woodard & Curran, Inc.

April 6, 2023

Date

Jim Peifer
Regional Water Authority

Date

Agenda Item 4



Topic: RWA Endorsements
Type: New Business
Item For: Discussion
Purpose:

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Tony Firenzi
Chair

EXECUTIVE SUMMARY

This is a discussion item to discuss and provide feedback regarding the RWA endorsing individuals seeking association positions.

STAFF RECOMMENDED ACTION

None. This item is for discussion only.

Topic: Legislative and Regulatory Update
Type: New Business
Item For: Discussion/Action
Purpose: Policy 100.5 and Strategic Plan Priority- Advocacy Objective A

SUBMITTED BY:	Ryan Ojakian Legislative and Regulatory Affairs Manager	PRESENTER:	James Peifer Executive Director
---------------	---	------------	------------------------------------

EXECUTIVE SUMMARY

This is a discussion/action item for the Executive Committee to review and discuss various State legislation. James Peifer, Executive Director will provide an oral report on legislation and recommended Executive Committee action on bills related to water rights administration, cost of water service, and water use efficiency.

STAFF RECOMMENDED ACTION

A motion to approve positions or position changes on legislative bills.

BACKGROUND

AB 755 (Papan D- San Mateo) Would require an agency when conducting a cost-of-service analysis to identify the incremental costs incurred by the major water users, defined as the highest 10 percent of users, in the single-family residential class and the incremental costs, as defined, that would be avoided if major water users met the standards in the urban water use efficiency objective. The bill would also require the incremental costs incurred by the major water users to be made publicly available by posting the information on the public entity's internet website. Recommendation: Oppose

AB 1072 (Wicks D- Oakland) Would require on and after January 1, 2025, urban wholesale water suppliers and urban water suppliers to offer technical assistance and financial incentives to low-income residential customers to install efficient water conservation devices and climate resilient landscaping. Would require suppliers to allocate a minimum of 40 percent of program funds to low-income households and disadvantaged communities within their service areas. Makes a urban wholesaler water supplier and urban water suppliers ineligible for state funds if they are not in compliance with the above. Recommendation: Oppose Unless Amended

AB 1337 (Wicks D- Oakland) Would specify that the State Water Resources Control Board has authority to enforce pre 1914 water rights. Would allow the State Water Resources Control Board to implement curtailments at their discretion without and specific requirements. RWA currently has an oppose position. Recommendation: Oppose Unless Amended

AB 1573 (Friedman D- Burbank) Would make significant revisions to MWELO including requiring specific low water use plants, 75 percent native plants, and only allow for regionally and site-specific “appropriate” plants. The bill also includes a definition of non-functional turf.

Recommendation: Oppose Unless Amended

FINDING/CONCLUSION

The action is consistent with Policy Principles adopted as part of RWA policy 100.5 and Strategic Plan Priority- Advocacy Objective A

Agenda Item 6



Topic: RWA Board of Directors Agenda
Type: New Business
Item For: Action; Motion to Approve
Purpose: [Policy 200.2](#)

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an action item for the Executive Committee to review and consider approving the draft Agenda of the Regular Regional Water Authority (RWA) Board of Directors Meeting of May 18, 2023.

STAFF RECOMMENDED ACTION

A motion to approve RWA Board of Directors Agenda for May 18, 2023 Board Meeting.

BACKGROUND

Per RWA Policy 200.0, the Executive Committee will be authorized to prepare and approve agendas for meetings of the RWA Board of Directors.

FINDING/CONCLUSION

The Executive Director has prepared the draft Agenda for the RWA Board of Directors Meeting May 18, 2023 for the RWA's Executive Committee's to review and approval.

ATTACHMENTS

Attachment 1- Draft RWA Board of Directors Agenda for May 18, 2023 Board Meeting



REGIONAL WATER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS

Thursday, May 18, 2023 at 9:00 a.m.

**City of Roseville - Corporation Yard
2005 Hilltop Circle
Roseville, CA 95747**

IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

The Regional Water Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. 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.

Join the meeting from your computer, tablet or smartphone

<https://us06web.zoom.us/j/86838749365?pwd=TW8zS0xSY2MxUHFudllaeTl0c3RuQT09>

Phone: 1-669-900-6833

Meeting ID: 868 3874 9365 Passcode: 059342

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.

AGENDA

- 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.

- 3.1 Approve the draft meeting minutes of March 9, 2023 regular board and April 12 special board meetings.
- 3.2 Rescind [Resolution 2022-02](#) A Resolution of the Regional Water Authority Regarding Statewide Drought Conditions in 2022.
- 3.3 Authorize approval of the Executive Director to execute Task Order #T-02 under Professional Services Agreement with Woodard Curran for the Sacramento Regional Water Bank.

5. BOARD MEETING VIRTUAL PROTOCOLS

Chair: Tony Firenzi

Information/Presentation

6. FY 2023-24 BUDGET

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

Discussion/Action: Approve Fiscal Year 2023-2024 Budget

7. FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (NATURAL RESOURCES AGENCY AND DEPARTMENT OF WATER RESOURCES) AND REGIONAL WATER AUTHORITY FOR VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE AMERICAN RIVER

Staff: Michelle Banonis, Manager of Strategic Affairs

Discussion/Action: Approve Agreement

8. OPPORTUNITY FOR PUBLIC TO ADDRESS CLOSED SESSION MATTERS

9. CLOSED SESSION

- Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: Executive Director
- Closed session regarding labor negotiations (Gov. Code, § 54957.6.) Agency Representative(s): Directors Firenzi and Ewart
Unrepresented employee: Executive Director

10. ANNOUNCEMENT OF REPORTABLE ACTION IN CLOSED SESSION

11. EXECUTIVE DIRECTOR'S REPORT

12. DIRECTORS' COMMENTS

ADJOURNMENT

Next RWA Board of Director's Meeting:

June 29, 2023, 9:00 a.m. at the Sacramento Regional County Sanitation District, 10060 Goethe Road, Sacramento, CA 95827. The location is subject to change.

Next RWA Executive Committee Meeting:

May 30, 2023, 1:30 p.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights, CA 95610.

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 Items #7-9

Closed Session Material TBD

Topic: Executive Directors' Report
Type: New Business
Item For: Information
Purpose: General

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an information item for the Executive Director to provide a briefing on important activities, reports, communications, advocacy, and other updates.

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

This agenda item is a standing item to provide an opportunity for the Executive Director to report to the Executive Committee on important activities, reports, communications, advocacy, and other updates.

Metro Chamber Cap to Cap - Executive Director Peifer and Manager of Strategic Affairs Banonis participated on the Water Team for the Metro Chamber Cap to Cap event scheduled for April 22 to April 26.

Article in AWWA Source Magazine – Source Magazine published an article by Jim Peifer titled “Working Together to Lead the Charge on Groundwater Recharge”. A copy of the article is attached.

ACWA Spring Conference – Mr. Peifer, Ms. Banonis and Mr. Joseph will be attending the upcoming Spring ACWA Conference in Monterey.

ATTACHMENTS

Attachment 1- AWWA Source Magazine, article by Jim Peifer titled “Working Together to Lead the Charge on Groundwater Recharge.”

GROUNDWATER RECHARGE



ASR Wells



Water Banking Ready

WORKING TOGETHER TO LEAD THE CHARGE ON GROUNDWATER RECHARGE

By JIM PEIFER

IS THE DROUGHT OVER IN CALIFORNIA? That was the question on a million minds after nature delivered nine soaking-wet atmospheric river storms to the Golden State for three weeks after Christmas. ▼

The short answer is no. Those storms didn't end the drought, and a real end could be decades away. The reason is groundwater depletion. When we get that kind of deluge, it does help recharge groundwater, but only incrementally. In fact, decades of over-pumping groundwater exacerbated by the dry climate hydrology has left many of the state's groundwater basins in a condition of overdraft that will take years to overcome.

To end the drought, we need to start treating our groundwater aquifers as the water infrastructure of the climate change era. To do this, we must transform how we manage storm runoff to recharge groundwater on a much bigger scale.

Cities and agricultural irrigation districts are starting to figure it out, and the state is taking steps to help. So, while stormwater capture is happening, we have relied on surface reservoirs to meet our

water needs too long. Surface reservoirs remain essential but adding to the natural recharge of our groundwater basins and thereby increasing the amount of underground water storage will be needed to meet the demands of today's fickle winter storms.

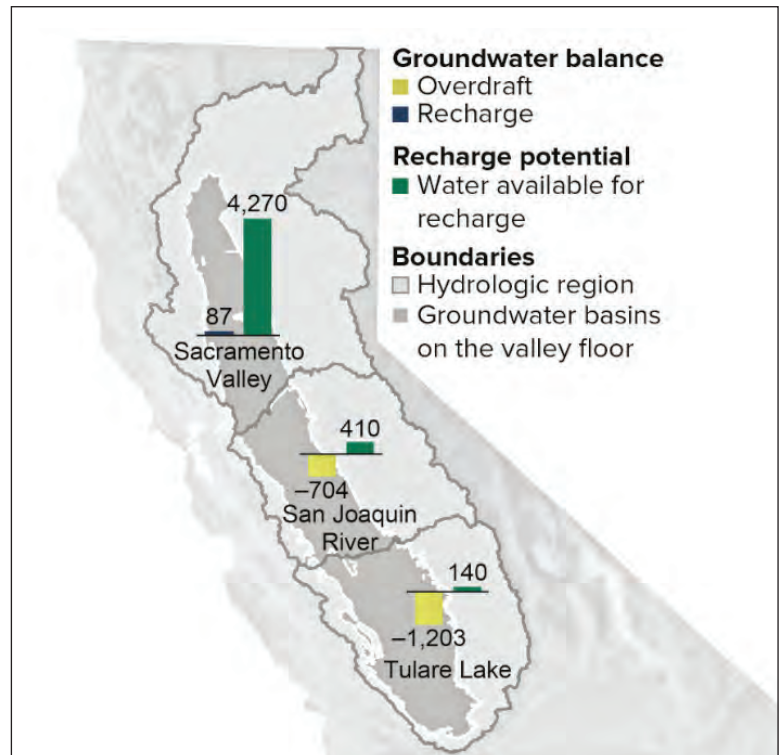
It's been estimated that the State Water Project and federal Central Valley Project will lose 10 percent of their capacity by 2040 due to shrinking Sierra Nevada snowpack

and warmer storms that challenge dam operations. This amounts to a loss of six to nine million acre-feet annually. That's equivalent to losing two Shasta reservoirs!

It's time to focus on an even bigger water storage solution: the aquifers beneath our feet. The State Department of Water Resources estimates that California's groundwater aquifers have capacity for between 850 million and 1.3 billion acre-feet of water. That's extraordinary compared to the 50 million acre-feet held by all existing surface reservoirs in the state.

Unfortunately, much of that aquifer capacity sits unused. For the past century, in many cases, we've done nothing but extract groundwater, drastically depleting aquifers that took eons to fill. Only in recent years have we begun to focus on reversing that trend, spurred in part by the Sustainable Groundwater Management Act passed by the state in 2014.

In the Sacramento metro area, a coalition of local agencies working through the Regional Water Authority has developed the Sacramento Regional Water Bank. This interconnected network allows agencies entirely dependent on groundwater to obtain surface water from neighboring agencies during periods of high stormwater flow, allowing their wells to rest and refill naturally. This is what's known as "in lieu" recharge, a strategic method of refilling aquifers the old-fashioned way—by leaving



NEED OPERATORS ?



OTS has your SOLUTION!

OTS provides qualified Temp, Temp-to-Hire, Direct Hire, Emergency on call certified water and wastewater professionals

Contact us to simplify your hiring process

Need help finding a position?

We are looking for candidates to fill roles across California, Arizona, Texas and Nevada

Check out our current openings on our website



CALL US AT 424-285-0051 OR EMAIL US AT INFO@GETOTS.COM

www.getots.com

them alone. We also operate a handful of aquifer storage and recovery (ASR) wells, which allow storm runoff to be pumped directly into aquifers.

The Water Bank is possible thanks to two decades of investing in groundwater wells, pumps, and plumbing interties that link the region's local water agencies. Today we can reliably pump and refill 60,000 acre-feet of groundwater every year—enough to meet the domestic needs of 180,000 families for a year. We have plans in place to boost our recharge capacity to 90,000 acre-feet, if funds can be secured to build more water interties and ASR wells. That would create a drought-resilient supply for 270,000 families annually—over a third of the region's population.

The Sacramento region's recharge system might look a bit different than programs in other parts of California, but the end goal is the same: turning aquifers into refillable reservoirs.

In Orange County, for example, tertiary-treated wastewater is allowed to refill its aquifers. In San Bernardino

County, stormwater from the Santa Ana River is diverted into settling basins on the surface, where it then gradually percolates underground. In the San Joaquin Valley, a few farms are experimentally flooding orchards and vineyards with stormwater when it's available. They're finding they can recharge groundwater without damaging crops.

The important point is that it's all groundwater recharge.

In-lieu recharge in the Sacramento region is an obvious and simple replenishment solution that has been proven to work over the past two decades. But the fact is, it didn't happen until water agencies started cooperating by sharing resources to move water around for the greatest benefit. This kind of cooperation is needed on a state-wide scale to solve California's looming water supply crisis.

That's why the Regional Water Authority is proposing legislation—the California Water Supply Solutions Act of 2023—requiring the state to develop a plan to achieve 10 million acre-feet of

groundwater recharge annually by 2035.

This plan would make groundwater recharge an official state goal, something not clearly embodied in the Sustainable Groundwater Management Act. It would also require state agencies to identify the resources they need—money, staff, and programs—to achieve a truly ambitious groundwater recharge goal.

Reforming California's permit system for diverting surplus stormwater is another important step. Right now, it takes at least 10 days to get permits to divert stormwater for aquifer recharge from the State Water Resources Control Board and California Department of Fish and Wildlife. By the time those permits are approved, the storm pulse is gone.

State lawmakers have expressed strong support for groundwater replenishment. In fact, Governor Gavin Newsom's new *Water Supply Strategy*, released last summer, sets a target to boost groundwater storage by 500,000 acre-feet by 2040.

That's an encouraging goal, but we know first-hand that the potential is much

Solve DBPs anywhere in your system.

Contact us to learn more.

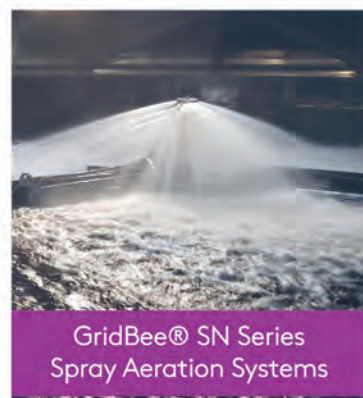
IXOM WATERCARE

+1 866-437-8076

www.ixomwatercare.com



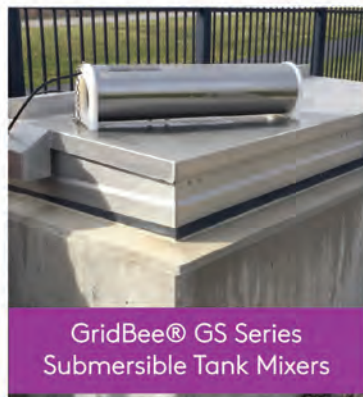
MIEX® Magnetic
Ion Exchange Systems



GridBee® SN Series
Spray Aeration Systems



ResidualHQ® Automated
Disinfectant Control



GridBee® GS Series
Submersible Tank Mixers

greater: The Sacramento region alone can readily contribute 30,000 acre-feet before the end of the decade and has the capacity to greatly expand moving forward. Statewide, the California Department of Water Resources estimates we have 13 million acre-feet of groundwater capacity available for recharge. About 2.5 million acre-feet of that—five times the Governor's goal—is available for recharge using existing infrastructure.

Moreover, this expanded sustainable supply comes at a cost that will support the affordability goals included in the *Water Supply Strategy*.

Storms like the New Year's event came fast and sudden: nine atmospheric rivers in three weeks. With climate change, these dramatic events might be most of the rain we get for years. We must do more to capture some of that precious stormwater for the next dry spell. We must and can work together so that our legislative and regulatory environment fits the hydrology we are experiencing. 💧



Jim Peifer is Executive Director of the Regional Water Authority, a coalition of two dozen municipal water agencies in the Sacramento region.



**SUSTAINABILITY.
RECYCLABILITY.
DURABILITY.**

**WHAT'S YOUR
PIPE'S ABILITY?**

AMERICAN

Made in America.
By AMERICAN.

THE MOST IMPORTANT THING IT CARRIES? PEACE OF MIND.

You have stringent specifications and even higher expectations. Decade after decade, AMERICAN is the dependable long-term choice. Materials come and materials go, but ductile iron pipe continues to be worthy of your trust. Specify AMERICAN. And specify resilience, superior life-cycle value, and environmental stewardship with every pipe we deliver.



AMERICAN

THE RIGHT WAY

AMERICAN-USA.COM • 1-205-325-7701

DUCTILE IRON PIPE

FLOW CONTROL

INTERNATIONAL

SPIRALWELD PIPE

STEEL PIPE

Agenda Item 11



Topic: Board Directors' Comments
Type: New Business
Item For: Information
Purpose: Routine

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Tony Firenzi
Chair

EXECUTIVE SUMMARY

This is an information item to provide an opportunity for the RWA Executive Committee to report on any updates from their agency, comments, request future agenda items, recommendations, and questions.

STAFF RECOMMENDED ACTION

None. This item is for information only.

BACKGROUND

This agenda item is a standing item to provide an opportunity to report on any updates from their agency, comments, request future agenda items, recommendations, and questions.