



Tony Firenzi, Chair

Brett Ewart, Vice Chair

Sean Bigley, Director

Audie Foster, Director

William Roberts, Director

Ron Greenwood, Director

Bruce Kamilos, Director

Caryl Sheehan, Director

Michael Saunders, Director

## **REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE MEETING**

**Tuesday, July 25, 2023  
at 1:30 p.m.**

**2295 Gateway Oaks, Suite 100  
Sacramento, CA 95833  
(916) 967-7692**

The public shall have the opportunity to directly address the Executive Committee on any item of interest before or during the Executive Committee's consideration of that item. Public comment on items within the jurisdiction of the Executive Committee is welcomed, subject to reasonable time limitations for each speaker.

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Executive Committee less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above.

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 967-7692. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Executive Committee may consider any agenda item at any time during the meeting.

### **AGENDA**

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

#### **2. PUBLIC COMMENT:**

Members of the public who wish to address the Executive 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 June 30, 2023 Executive Committee Special Meeting.
- 3.2** Recommend approval by the RWA Board of Directors for the Executive Director to execute Change Order #4 in the amount of \$521,900 with Stantec Consulting Services Inc for additional technical and planning support for continued development of the Sacramento Regional Water Bank.
- 3.3** Recommend approval by the RWA Board of Directors for the Executive Director to execute Task Order #2 in the amount of \$150,000 with Khadam Consulting Inc for additional technical support for continued development of the Sacramento Regional Water Bank.

**Action: Approve Consent Calendar**

**4. APPROVAL OF AMERICAN RIVER TERMS FOR ECOSYSTEM SUPPORT AND INFRASTRUCTURE ASSISTANCE NEEDS (ARTESIAN)**

Presenter: Jim Peifer, Executive Director and Michelle Banonis, Manager of Strategic Affairs

**Discussion/Action: Approve the form and content of the ARTESIAN agreement and commit to moving this agreement through RWA member agency boards who will be receiving funding through the State Funding Agreement**

**5. LEGISLATIVE POSITIONS AND REGULATORY UPDATE**

Presenter: Ryan Ojakian, Manager of Legislative and Regulatory Affairs

**Discussion/Action: Approve position changes on legislative bills**

**6. EXECUTIVE DIRECTOR'S REPORT**

**7. DIRECTORS' COMMENTS**

**ADJOURNMENT**

**Upcoming meetings:**

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

RWA Board Meeting, September 14, 2023 at 1:30 p.m. at the City of West Sacramento. The location is subject to change.

**Next RWA Executive Committee Meeting:**

RWA Executive Committee Meeting, August 22, 2023, 1:30 p.m. at the RWA/SGA Office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. 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/>.

Posted on: July 18, 2023

  
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Ashley Flores, CMC, Secretary

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

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SUBMITTED BY: Ashley Flores, CMC  
Secretary

PRESENTER: Jim Peifer  
Executive Director

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### 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.

### **3.0 CONSENT CALENDAR**

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

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SUBMITTED BY: Ashley Flores, CMC  
Secretary

PRESENTER: Jim Peifer  
Executive Director

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### 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 Special Meeting of June 30, 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 Special Meeting of June 30, 2023

## **1. CALL TO ORDER**

Vice Chair Ewart called the regular meeting of the Executive Committee to order on June 30, 2023 at 1:30 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  
Caryl Sheehan, Citrus Heights Water District  
Sean Bigley, City of Roseville  
Brett Ewart, City of Sacramento  
William Roberts, City of West Sacramento  
Michael Saunders, Georgetown Divide Public Utility District

### **Staff Members**

Jim Peifer, Michelle Banonis, Ryan Ojakian, Trevor Joseph, Monica Garcia, Ashley Flores, and Andrew Ramos, legal counsel.

### **Others in Attendance:**

None

## **2. PUBLIC COMMENT**

None

## **3. CONSENT CALENDAR**

3.1 Approve draft meeting minutes of the May 30, 2023 Executive Committee Meeting.

**A motion was made to approve the consent calendar.**

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

Audie Foster, California American Water; Caryl Sheehan, Citrus Heights Water District; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Michael Saunders, Georgetown Divide Public Utility District; voted yes. The motion passed.

Ayes- 6  
Noes- 0  
Abstained- 0  
Absent- 3

#### **4. LEGISLATIVE POSITIONS**

Mr. Ryan 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 1572 (Friedman D- Glendale) 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. RWA currently has an Oppose Unless Amended position.

Staff is recommending moving to neutral.

SB 3 (Dodd D-Napa) Would expand the scope of the Water Shutoff Protection Act to a community water system that supplies water to 200 service connections or fewer to comply with the act's provisions on and after August 1, 2024. Would additionally require all agencies to make available a plan for deferred or reduced payments and alternative payment schedules to any customer in their already required policy on discontinuation of residential service for nonpayment. RWA currently has a watch position on the bill.

Staff is recommending moving to an Oppose Unless Amended position.

**A motion was made to approve the recommended positions on the legislative bills.**

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

Audie Foster, California American Water; Caryl Sheehan, Citrus Heights Water District; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Michael Saunders, Georgetown Divide Public Utility District; voted yes. The motion passed.

Ayes- 6  
Noes- 0  
Abstained- 0  
Absent- 3



## **5. EARLY IMPLEMENTATION VOLUNTARY AGREEMENT FUNDING FOR GROUNDWATER INFRASTRUCTURE**

Executive Director Peifer and Michelle Banonis, Manager of Strategic Affairs presented this action item for the Executive Committee to Approve the Funding Agreement with DWR and authorize the RWA Executive Director or his delegate to execute the final Funding Agreement.

**Approve the Funding Agreement with DWR and authorize the RWA Executive Director or his delegate to execute the final Funding Agreement.**

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

Audie Foster, California American Water; Caryl Sheehan, Citrus Heights Water District; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Michael Saunders, Georgetown Divide Public Utility District; voted yes. The motion passed.

Ayes- 6

Noes- 0

Abstained- 0

Absent- 3

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

Executive Director Peifer reported that he will be out of the office July 1 through July 23, 2023 and has appointed Trevor Joseph as acting Executive Director. He asked the members to review the rest of his Director's Report that was included in the packet. Please direct any questions to him.

## **7. DIRECTORS' COMMENTS**

Director Roberts reported that he and his team could help with the temporary staffing needs. He also reported that he has been working on alternative water supplies for the City of West Sacramento, he thanked Brett Ewart and Jim Peifer for their collaboration with their groundwater system.

Director Bigley reported that Senator Padilla and Congressmen Kiley both requested to tour the ASR wells and have interest in the water bank project.

Director Foster wished the RWA staff well on their office move.

Director Ewart reported that the City of Sacramento operates a groundwater system as well, they are experimenting with their system to see how to recharge without any interruptions in service. They have dropped their production from 20 million to 8 million gallons a day.

## **ADJOURNMENT**

With no further business to come before the Board, Vice Chair Ewart adjourned the special meeting at 2:10 p.m.

Approved by:

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Brett Ewart, Vice Chair

Attested by:

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Ashley Flores, Secretary

## Agenda Item 3.2



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Topic: Recommend Approval of Change Order #4 with Stantec Consulting Services Inc.  
Type: Consent Calendar  
Item For: Action; Recommend Approval by the Board of Directors

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SUBMITTED BY:	Trevor Joseph, Manager of Technical Services	PRESENTER:	Trevor Joseph, Manager of Technical Services
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### EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority's (RWA) Executive Committee to review and consider recommending a motion for future RWA Board of Directors approval. If approved by the RWA Board of Directors, this action enables the Executive Director to execute Change Order #4 in the amount of \$521,900 with Stantec Consulting Services Inc. for additional technical and planning support for continued development of the Sacramento Regional Water Bank (SRWB).

### STAFF RECOMMENDED ACTION

Recommend approval by the RWA Board of Directors for the Executive Director to execute Change Order #4 in the amount of \$521,900 with Stantec Consulting Services Inc for additional technical and planning support for continued development of the Sacramento Regional Water Bank (SRWB).

### BACKGROUND

In October 2022, Task Order 22-02 was executed with Stantec Consulting Services Inc in the amount of \$427,000 which provided partial funding for a series of tasks to assist RWA with the implementation of a *draft Plan of Study for Sacramento Regional Water Bank Development*. Change orders #1, #2, and #3 all were rebudgeting tasks by tasks within the existing not to exceed Task Order amount of \$427,000 under the existing Executive Directors approval. Change Order #4 is the first change order that would increase the not to exceed amount \$521,900, taking the total Task Order budget with Stantec Consulting Services Inc. from \$427,000 to \$948,900.

Change order #4 adjusts compensation by task as follows:

- Task 1 - Project Management and Coordination: increased from \$59,900 to \$116,900
- Task 2 - Plan Formulation: increased from \$104,500 to \$129,500
- Task 3 - Modeling Support: increased from \$45,000 to \$175,000
- Task 6 - Institutional Arrangements: increased from \$89,000 to \$150,000
- Task 7 - Environmental Compliance: increased from \$62,800 to \$286,700
- Task 9 - Stakeholder Outreach and Involvement: increased from \$65,800 to \$90,800
- No changes to Task 4 - Engineering and Cost Estimates, Task 5 - Economic and Financial Analysis, and Task 8 - SRWB Development Report as these tasks remain unauthorized.

### FINDING/CONCLUSION

Staff is now requesting additional consulting support for the further development of the Sacramento Regional Water Bank (SRWB). Stantec Consulting Services Inc. technical and planning support is critical to the success of the SRWB.

### ATTACHMENTS

Attachment 1 - Professional Services Agreement with Stantec Consulting Services Inc.

Attachment 2 - Change Order #4 with Stantec Consulting Services Inc.

## TASK ORDER 22-02

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Task Order 22-02 will be completed according to the agreement made between the **REGIONAL WATER AUTHORITY** (hereinafter called “**RWA**”) and **STANTEC CONSULTING SERVICES INC.**, a corporation organized under the laws of the State of California (hereinafter called “**Stantec**”), dated February 23, 2005, and amended on August 16, 2010, January 7, 2013, March 6, 2014, July 9, 2015, March 24, 2016, March 9, 2018, October 2, 2019, and March 5, 2022. All terms and conditions of that Agreement will apply to the completion of this Task Order 22-02.

### 1. SCOPE OF WORK

#### Background

Consistent with the Sacramento and San Joaquin Rivers Basin Study, the Regional Water Reliability Plan, and the American River Basin Study findings and pilot operations, water managers in the greater Sacramento Region are developing a federally recognized Sacramento Regional Water Bank (SRWB or Water Bank). The SRWB will be a groundwater storage program to improve regional water supply reliability both in the near-term and into the future, increasing the region’s resiliency to climate change. The SRWB will allow the region to sustainably increase use of groundwater as a local water source during dry periods, allowing reduced surface water diversions to help meet local environmental needs. SRWB operations will require expansion of the region’s conjunctive use program; financial viability and development of partnerships for water transfers; institutional arrangements and a governance structure; processes for monitoring, accounting, reporting, and adaptive management; and ongoing stakeholder engagement.

The purpose of the SRWB Development project is to formulate and evaluate a reasonable range of alternative plans to implement the SRWB, leading to the selection of a recommended plan (or a recommendation to take no action). SRWB Development will include (1) the planning, engineering, environmental, and economic analyses of the alternative plans (2) an assessment of the impact of the alternative plans in compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and (3) communication and collaboration with stakeholders. SRWB Development will use and build on the data, tools, and preliminary alternative plans and analyses developed through past and ongoing related efforts.

#### Scope of Work

This Task Order includes support for SRWB Development. The major SRWB Development work tasks and deliverables are described below. This scope of work assumes U.S. Department of the Interior, Bureau of Reclamation (Reclamation) involvement.

*For project context, this scope of work describes anticipated Stantec activities and efforts to support completion of SRWB Development. However, the authorization and Notice to Proceed for Task Order 22-02 includes ONLY the work expected to occur during the initial 6 months of SRWB Development. Authorization of additional work is intended to occur under follow-on Task Orders under the existing Agreement.*

Level of effort and budget estimates are provided in **Exhibit A**. Tasks and schedule are based on a Task Order Notice to Proceed date of September 8, 2022. As stated above, the scope of work and budget authorization in Task Order 22-02 is for the initial 6 months of effort only (as described below). Note that all deliverables will be in electronic format unless otherwise specified.

## **Task 1: Project Management and Coordination**

Note that the Plan for SRWB Development (Plan) has been prepared under a separate task order and is associated with a Memorandum of Agreement (MOA) between Reclamation and its non-Federal partner (RWA) in SRWB Development. The Plan will serve as the project management plan for Reclamation and RWA throughout SRWB Development.

### ***Subtask 1.1: Project Management***

This subtask will cover project management activities, including maintaining adequate financial records and preparing accurate monthly invoices and reports on the progress on all tasks including accomplishments, budget, schedule, upcoming activities, and work products.

### ***Subtask 1.2: Project Team Coordination***

As described in the Plan, Water Bank Steering Committee (WBSC) meetings will be held quarterly. Project Management Team (PMT) meetings will be held monthly. Technical meetings and conference calls will be held weekly throughout SRWB Development to provide coordination amongst the planning, engineering, modeling, and environmental team members and to provide status briefings to the PMT. The RWA SRWB Development Project Manager (PM) will lead WBSC, PMT, and technical team meetings and provide written meeting summaries for these meetings to the Reclamation PM within five days following each meeting.

#### **Deliverables:**

- Monthly invoices with status reports
- Meeting agendas and meeting summaries

#### **Budget:**

- Total Budget (Completion of SRWB Development effort): \$130,200

#### **TO 22-02, Task 1 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be work conducted under both Subtasks 1.1 and 1.2 during the initial 6 months of SRWB Development. This work will be related to general project management and project team coordination activities.

Deliverables during the initial 6 months are expected to include:

- Monthly invoices with status reports
- Meeting agendas and meeting summaries

Initial 6-month budget authorization: \$41,900

## **Task 2: Plan Formulation**

This task will identify and describe the future conditions that would occur without the project. It will also formulate, evaluate, and compare project alternatives.

### ***Subtask 2.1: Planning Objectives, Constraints, and Criteria***

This subtask will confirm SRWB Development planning objectives, formulate planning constraints, and develop criteria and metrics for the evaluation and comparison of alternative plans. This task will also include scoping meetings to solicit stakeholders and interested public input on the goals and objectives of SRWB Development.

### ***Subtask 2.2: Formulation of Alternatives***

This subtask will formulate a range of alternatives that address the project objectives and meet planning criteria. SRWB Development will consider that the prior studies<sup>1</sup> provided sufficient initial option development and screening. The initial alternatives for SRWB Development will focus on developing alternatives centered around the concept of expanding conjunctive use and water banking in the North and South American groundwater subbasins.

### ***Subtask 2.3: Evaluation and Comparison of Alternatives***

This subtask will prepare a reconnaissance-level benefit/impact analysis of the alternatives, allowing for the identification of a preferred alternative consistent with federal planning guidelines.

### ***Subtask 2.4: Plan Formulation Appendix***

This subtask will prepare a Plan Formulation Appendix that summarizes the formulation, evaluation, and comparison of alternatives in support of SRWB Development.

#### **Deliverables:**

- Meeting agendas, materials, and summaries (as needed)
- Draft white paper for Planning Objectives, Constraints, and Criteria
- Administrative Draft summary of Planning Objectives, Constraints, and Criteria
- Draft white paper for Formulation of Alternatives
- Administrative Draft summary of Formulation of Alternatives
- Administrative Draft summary of Evaluation and Comparison of Alternatives
- Draft and Final Plan Formulation Appendix

#### **Budget:**

- Total Budget: \$176,900

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<sup>1</sup> North American Regional Drought Contingency Plan (Reclamation and RWA, 2017), Regional Water Reliability Plan (RWA, 2019), American River Basin Study (Reclamation, 2022), Sacramento Regional Water Bank Water Management Option Pilot (Reclamation, ongoing).

## **TO 22-02, Task 2 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be work conducted under Subtasks 2.1 and 2.2 during the initial 6 months of SRWB Development. Work under both subtasks will be initiated during this period, and the deliverables (listed below) are intended to provide background information, guide discussions, and summarize work under the subtasks for later incorporation into the Plan Formulation Appendix. Both subtasks will be completed during this period.

Deliverables during the initial 6 months are expected to include:

- Meeting agendas, materials, and summaries (as needed)
- Draft white paper for Planning Objectives, Constraints, and Criteria (Subtask 2.1)
- Administrative Draft summary of Planning Objectives, Constraints, and Criteria (Subtask 2.1)
- Draft white paper for Formulation of Alternatives (Subtask 2.2)
- Administrative Draft summary of Formulation of Alternatives (Subtask 2.2)

Initial 6-month budget authorization: \$94,500

## **Task 3: Modeling Support**

### ***Subtask 3.1: Alternative Analysis (CalSim)***

Based on the alternatives developed in Subtask 2.2, this subtask will conduct analytical evaluations using CalSim 3 to assess the changes in water management in the American River Basin and CVP/SWP system under the proposed alternatives. Evaluations will be conducting using an Existing Conditions baseline, future No Action baseline, and future climate change scenario.

### ***Subtask 3.2: Temperature and Water Quality Impact Analysis***

River temperatures are an important driving factor for fish health in the American River. Any changes in reservoir storage and releases, and river flows associated with a water bank will require evaluation. Under this subtask, the secondary effects of the proposed alternatives on Lower American River water temperature, will be evaluated using HEC-5Q (or CE-QUAL-W2 if Reclamation accepts this as a standard model). In addition, the effects of changes in reservoir releases on Delta water quality will also be analyzed using DSM2.

### ***Subtask 3.3: Modeling Appendix***

This subtask will prepare a Modeling Appendix that summarizes the modeling analyses conducted in support of SRWB Development.

Note that Task 3 assumes: (1) the groundwater impact analysis and stream depletion factor development will be conducted through a separate RWA contract with another consultant, and (2) RWA will provide the results of that analysis and related content for inclusion in the Modeling Appendix.

### **Deliverables:**

- Meeting agendas, materials, and summaries (as needed)
- Draft and Final Modeling Appendix



**Budget:**

- Total Budget: \$320,000

**TO 22-02, Task 3 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be no work conducted under Task 3 during the initial 6 months of SRWB Development.

Deliverables during the initial 6 months are expected to include:

- None

Initial 6-month budget authorization = \$0

**Task 4: Engineering and Cost Estimates**

***Subtask 4.1: Preliminary Design***

To support future expansion of conjunctive use in the region to increase the existing capacity of the SRWB, additional infrastructure improvements are anticipated to include new wells, rehabilitation of existing wells, interties and conveyance facilities, booster pump station, and pressure regulating facilities. It is anticipated that potential SRWB partners will identify the required improvements within their service areas, along with existing engineering details of the proposed facilities. This subtask will compile these engineering designs, and augment them as necessary, to support reconnaissance-level cost estimating. This subtask will develop engineering designs for up to 4 four structural alternatives. A typical construction schedule will also be prepared. Information developed under this task will support other SRWB Development efforts, including environmental impact analyses (Task 7) and economic and financial evaluations (Task 5).

***Subtask 4.2: Cost Estimating***

This subtask will develop reconnaissance-level estimates of capital and annual costs for the proposed structural improvements. The capital costs will be developed using regionally typical and appropriate unit prices for various items of work. The cost estimates will be developed using a detailed contractor-type methodology. Unit price information for construction equipment, materials, and labor will be based on prevailing or expected costs and prices appropriate for the region. Annual costs will be developed considering allowance for operation and maintenance, major replacements, and interest during construction. All costs will be in 2022 dollars. The appropriate interest rate and interest during construction methodology will be provided by Reclamation. Appropriate contingencies will be added to the estimate to account for those items not identified or quantified at the reconnaissance level, consistent with Reclamation guidance. Cost estimates will not include anticipated future cost escalation. Application of such escalation will be carried out in the economic and financial analyses.

***Subtask 4.3: Engineering Appendix***

This subtask will prepare an Engineering Appendix that summarizes the engineering designed and cost activities in support of SRWB Development.

**Deliverables:**

- Meeting agendas, materials, and summaries (as needed)

- Draft and Final Engineering Appendix

**Budget:**

- Total Budget: \$100,400

**TO 22-02, Task 4 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be no work conducted under Task 4 during the initial 6 months of SRWB Development.

Deliverables during the initial 6 months are expected to include:

- None

Initial 6-month budget authorization = \$0

**Task 5: Economic and Financial Analysis*****Subtask 5.1: Financial Analysis***

This subtask will develop a financial analysis tool to assess potential long-term net returns. The financial model inputs will include (1) investments (e.g., capital costs and operations and maintenance (O&M) costs for banking and wheeling), and (2) revenues (e.g., value of water for different uses and under different year types). The financial model will be used to assess financial feasibility of water markets under different payment and fee structures (long-term, short-term, spot market). The financial model will be used to assess phasing of investments and water markets. The financial model will also be used to assess scenarios for bridging the differences in cost between surface water and groundwater, which are currently a barrier to expanding regional conjunctive use. This work will be summarized in a Financial Analysis TM to support SRWB Development.

**Deliverables:**

- Meeting agendas, materials, and summaries (as needed)
- Draft and Final Financial Analysis TM

**Budget:**

- Total Budget: \$80,000

**TO 22-02, Task 5 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be no work conducted under Task 5 during the initial 6 months of SRWB Development.

Deliverables during the initial 6 months are expected to include:

- None

Initial 6-month budget authorization = \$0

## **Task 6: Institutional Arrangements**

This task will support RWA and its members decision-making on evaluating and implementing the most appropriate institutional arrangements for the SRWB governance and management. These institutional arrangements should also take into consideration other regulatory and policy frameworks that could tie to decision-making for the SWRB, such as Voluntary Agreements or revised regulatory approvals.

### ***Subtask 6.1: Water Accounting Framework***

The Water Accounting Framework (WAF) will establish a set of policies and procedures to encourage and support conjunctive use operations to facilitate the long-term sustainability of the underlying groundwater basin as source of public water supply. The WAF will be developed in coordination with local groundwater sustainability agencies (GSA) and be consistent with applicable groundwater sustainability plans (GSP).

The current WAF will be reviewed, along with potentially applicable accounting frameworks that are in-use elsewhere (up to two (2) examples), GSPs in the SRWB Development geographic area, and other related requirements and guidance. This review will be included in a white paper, along with recommendations for the path forward for a WAF for SRWB Development. The purpose of the white paper is to guide discussions on development of the SRWB WAF. Work under this subtask will be summarized in a Water Accounting Framework TM to support SRWB Development.

### ***Subtask 6.2: Water Bank Governance Structure***

A better understanding of governance and institutional requirements of the SRWB is a prerequisite before full support or participation commitments could be made by partners. It is also imperative that SRWB operations and finances be transparent and shared with all investors/participants. This subtask will develop a structure for a formal governance structure for water bank operations and management, assuming an RWA-managed program. It will establish tools to support preferred governance structure and describe roles and responsibilities. It will also address policy-related issues such as fees from transfers and environmental commitments.

Development of the SRWB governance structure will begin with reviews of potentially applicable governance structures (up to two (2) examples); related requirements and guidance; and initial feedback provided by RWA, member agencies, stakeholders, and other interested parties. This review will be included in a white paper, along with options for SRWB's governance structure. The purpose of the white paper is to guide general discussions on development of the SRWB governance structure and solicit input from RWA, member agencies, stakeholders, and other interested parties. Work under this subtask will be summarized in a Water Bank Governance Framework TM to support SRWB Development.

### **Deliverables:**

- Meeting agendas, materials, and summaries (as needed)
- Draft white paper for Water Accounting Framework
- Draft white paper for Water Bank Governance Structure
- Draft and Final Water Accounting Framework TM

- Draft and Final Water Bank Governance Framework TM

**Budget:**

- Total Budget: \$150,000

**TO 22-02, Task 6 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be work conducted under Subtasks 6.1 and 6.2 during the initial 6 months of SRWB Development. Work under both subtasks will initiated during this period, and the deliverables (listed below) are intended to provide background, summarize existing information, and guide discussions. Neither subtask will be completed during this period.

Deliverables during the initial 6 months are expected to include:

- Meeting agendas, materials, and summaries (as needed)
- Draft white paper for Water Accounting Framework (Subtask 6.1)
- Draft white paper for Water Bank Governance Structure (Subtask 6.2)

Initial 6-month budget authorization = \$78,000

**Task 7: Environmental Compliance (NEPA/CEQA)**

The proposed SRWB will be evaluated at the project-level, which will include operational changes with existing and newly proposed or expanded facilities; however, given expected uncertainty in exact placement of new or expanded facilities, impacts associated with construction activities may be evaluated at the programmatic level. An Initial Study/Environmental Assessment will be prepared (as further described below under Task 7.1) to determine the appropriate level of environmental review under CEQA and NEPA.

Based on the results on the Initial Study, the appropriate level of CEQA documentation could be a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR) and NEPA documentation could be a Finding of No Significant Impact [FONSI] or Environmental Impact Statement/Record of Decision (EIS/ROD). For the purposes of developing the environmental compliance task for the Plan for SRWB Development, it is assumed that the appropriate level of documentation would be:

- Under the California Environmental Quality Act (CEQA): An EIR to evaluate project-level impacts associated with project operations and a Program EIR to evaluate impacts associated with construction associated with newly proposed or expanded project elements that may not be fully developed or defined (and for which subsequent CEQA documentation would be needed).
- Under the National Environmental Policy Act (NEPA): An EIS to evaluate project operations and an accompanying ROD. Similar to the EIR, construction of new or expanded facilities will be covered to the extent possible; however, additional NEPA documentation may be required prior to full project completion.

For each document/item to be reviewed under Task 7, it is assumed that a single consolidated set of comments will be prepared and provided for use in the process of resolving those comments. NEPA documentation will use Reclamation's visual identity and will be Section 508<sup>2</sup> compliant when posted to Reclamation's website. CEQA documentation will also be 508 compliant.

***Subtask 7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping***

This subtask includes the preparation of an Initial Study/Environmental Assessment to provide an initial evaluation of potential environmental impacts associated with the proposed Project. The checklist, as included in Appendix G of the CEQA guidelines will be used as the basis of the Initial Study/Environmental Assessment and will include resources required for analysis under NEPA (e.g., environmental justice). The document will be prepared in a narrative format that provides a brief description of the environmental setting for the study area and identifies potential impacts resulting from the proposed Project. An administrative draft Initial Study/Environmental Assessment will be submitted for review and comment. The subsequent appropriate CEQA (ND, MND, or EIR) and NEPA (Finding of No Significant Impact or Environmental Impact Statement and Record of Decision) approval documentation will be determined based on the results of the Initial Study/Environmental Assessment.

If an EIR/EIS is determined to be the appropriate level of CEQA and NEPA environmental review, this subtask includes scoping efforts associated with the EIR/EIS, including development of the CEQA Notice of Preparation (NOP) and associated CEQA Notice of Completion (NOC); the NEPA Notice of Intent (NOI); the press release; and preparing/conducting up to two (2) public scoping meetings. Scoping meetings will be hybrid in nature (both in-person and virtual participation; with the in-person option assumed to occur within the greater Sacramento region). Scoping meetings will include preparation of project overview materials such as a power point presentation, meeting handouts, sign-in sheets, and posters; preparation of scoping meetings summary and scoping comments (both written and oral); and development of a mailing list of interested parties including federal, State, and local agencies with jurisdiction over resources potentially affected by the project. The non-Federal sponsor will provide the site, advertising for the meeting(s), public address systems or other presentation equipment, equipment to accommodate persons with disabilities, and necessary security and insurance for the meeting. Scoping comments will be collected and summarized, and a brief summary of the meetings and comments will be provided for review and consideration.

***Subtask 7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area***

This subtask will include development of the project objectives (CEQA) and purpose and need (NEPA) for the project, including defining the local and federal actions, study area, and key assumptions.

***Subtask 7.3: Proposed Alternatives Description***

This subtask will use information developed under Task 2 to draft the proposed action and alternatives section of the environmental compliance document. It is anticipated that only the proposed project (CEQA)/proposed action (NEPA) will be evaluated, along with the no-project (CEQA)/no-action (NEPA) alternative. The no-action alternative (NEPA) will be developed to

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<sup>2</sup> Rehabilitation Act of 1973, as amended in 1998 (29 U.S.C. Section 794d).

provide a representation of current conditions and reasonably foreseeable actions that could occur during the life of the project without any action alternatives being implemented. Other alternatives that were considered as part of SRWB Development will be included as part of an alternatives chapter in the EIR; however, it is assumed that these “other alternatives” will not be evaluated to the same level of detail as the proposed project/action. Up to three (3) iterations for development of the alternatives description are assumed. Information developed under this subtask will be used in the conduct of Subtask 7.4.

***Subtask 7.4: Document Preparation – Environmental Conditions/Affected Environment, Environmental Impacts/Consequences, and Mitigation***

The environmental setting (CEQA) and affected environment (NEPA) are broad overviews of existing conditions applicable to each environmental resource area that would be potentially impacted by the proposed project and will serve as the relevant background for each resource section. Per CEQA, the environmental setting will constitute the baseline physical conditions at the time the notice of preparation is published to determine whether an impact is significant. Per NEPA, the EIS will compare the impacts of the project alternatives to the no-action alternative.

Under this subtask, the impact methodology will be developed for each of the resource areas (including significance thresholds, models, assumptions, and methods). If, after assessment of the project description, it is determined that the project will result in no impact or less than significant environmental impacts (without mitigation) related to certain environmental topics, those topics will not be analyzed and a rationale for not analyzing them will be included.

The basis of comparison for determining impacts and significance under CEQA will be existing conditions at the time of the filing of the NOP as compared to the proposed project. While the basis of comparison for determining impacts significance under NEPA will be the baseline of the future no-action compared to future conditions resulting from the proposed project. However, even with these differences, it is assumed that the impact analyses under CEQA and NEPA will result in the same analysis and conclusions. Based on the information developed under Tasks 2 and 3, this subtask will document the impact analyses of the proposed project and alternative plans on pertinent resources areas.

Using the analysis developed in this subtask, environmental documentation will be prepared.

- The Administrative Drafts EIR and EIS will be prepared and provided for review and comment. Upon receipt of comments, the Public Drafts EIR and EIS will be prepared that addresses all review comments.
- Following public review of the Public Drafts EIR and EIS, all agency and public comments will be compiled, responses will be prepared, and an Administrative Drafts Final EIR and EIS and Final EIR and EIS will be prepared.

***Subtask 7.5: Public Noticing and Notice of Determination***

This subtask will support preparation and posting of proper notices, including preparation of draft and final versions of NOC and Notice of Availability (NOA) for the Public Draft EIR, as required under CEQA. Under this subtask, all documentation and required notices will be submitted electronically to the State Clearinghouse website. It is assumed that Reclamation will be responsible for publishing the NOA in the Federal Register and posting news releases on its webpage or in newspapers, as needed.

Public meetings will be held to provide opportunities for the public to (1) receive project information, and (2) provide comments on the Public Drafts EIR and EIS. This subtask will include preparation for and conduct of up to two (2) public meetings and will include preparation of meeting materials such as a power point presentation, meeting handouts, and posters and an audio recording of public and agency comments received. Public meetings will be hybrid in nature (both in-person and virtual participation; with the in-person option assumed to occur within the greater Sacramento region). The non-Federal sponsor will provide the site, advertising for the meeting(s), public address systems or other presentation equipment, equipment to accommodate persons with disabilities, and necessary security and insurance for the meeting. Comments received during the public comment period will be recorded and documented in a comment matrix. This task will not include transcripts of the meeting(s) by a stenographer.

This subtask will include supporting preparation of the findings of fact, including a statement of overriding considerations if needed. The findings of fact will be used by the non-Federal sponsor to make a decision regarding certification of the EIR. This subtask will include assistance with filing the Notice of Determination (NOD) and associated documents with the State Clearinghouse. A NOC will be prepared to accompany the NOD. It is assumed that the non-Federal sponsor will pay all fees associated with submitting the NOD (e.g., California Department of Fish and Wildlife filing fee). It is assumed that Reclamation will prepare and approve the ROD.

#### ***Subtask 7.6: Administrative Record***

This subtask will include the compilation of the administrative record for the compliance documentation consistent with NEPA/CEQA requirements.

#### ***Subtask 7.7: Consultations & Coordination***

This subtask will provide support and coordination for the required consultations under Federal and State laws focusing on the project-level analysis for the proposed operations. This includes:

- Consultations with National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) and US Fish and Wildlife Service (if needed) over potential effects federally-listed threatened or endangered species under their jurisdictions in accordance with requirements set forth under Section 7 of the Federal ESA (16 U.S. Code [USC] 1536[c]).
  - Meetings:
    - Preparation for and conduct up to three (3) meetings with NMFS, Reclamation, RWA, and others (as needed) to outline the issues and concerns regarding project effects. If consultation with the USFWS is required, up to three (3) meetings will be conducted with USFWS, Reclamation, RWA and others (as needed). Preparation will include meeting materials such as meeting handouts and meeting summaries. Meetings will be hybrid in nature (both in-person and virtual participation; with the in-person option assumed to occur within the greater Sacramento region).
    - Preparation for and conduct of up to two (2) meetings of Reclamation's biologists, RWA, and others (as needed). Preparation will include meeting materials such as meeting handouts and meeting summaries. Meetings will

- be hybrid in nature (both in-person and virtual participation; with the in-person option assumed to occur within the greater Sacramento region).
- Development of a Biological Assessment (BA) and Essential Fish Habitat Assessment (EFH) to evaluate the effects on steelhead and Pacific salmon from the changes in flow- and temperature-related conditions in the lower American River caused by the project. The BA/EFH will be developed as follows:
    - The project description in the BA/EFH will be tailored from the NEPA/CEQA project description to include the portions necessary for the consultation process.
    - The BA/EFH will assess the effects of the Proposed Action compared against the Environmental Baseline.
    - The BA/EFH assessment will incorporate results from Task 3 (assumed to include CalSim 3 and temperature modeling efforts).
  - If consultation with the USFWS under Section 7 is required, Stantec will prepare a separate BA to evaluate the Project effects on other special-status species (e.g., Valley Elderberry Longhorn Beetle). This BA will fully analyze the effects of the preferred Project alternative (i.e., proposed action) and will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, and recommendation for mitigation.
  - Development of Cultural Resources Inventory Report for the project, and coordination with Office of Historic Preservation (OHP) in accordance with the requirements of Section 106 of the National Historic Preservation Act of 1966. Under this subtask, a cultural resources investigation will be conducted for the project that complies with CEQA and Section 106 of the National Historic Preservation Act. The investigation will include the following elements:
    - Meetings:
      - Preparation for and conduct of up to two (2) meetings of Reclamation's archeologists, RWA, and others (as needed). Preparation will include meeting materials such as meeting handouts and meeting summaries. Meetings will be hybrid in nature (both in-person and virtual participation; with the in-person option assumed to occur within the greater Sacramento region).
      - No meetings with OHP representatives are assumed.
    - Pre-Field Records Search and Research. In order to determine presence/absence of cultural resources, presence, and extent of previous investigations, and to compile historical information relevant to the proposed project Stantec will conduct a records search of existing background and supporting materials from the appropriate California Historical Resources Information System Information Center and other historical primary source venues (e.g., archives, libraries, historical societies), as appropriate.



- Native American Outreach. The Native American Heritage Commission (NAHC) will be contacted and a search of the NAHC Sacred Lands File and a list of local Native American representatives will be requested. The purposes of the outreach will be to determine if any Native American groups or individuals have any interest in or concerns with the proposed project. Each individual or tribal group on the NAHC list will be contacted by letter and two follow-up phone calls, if necessary.
- Cultural Resources Investigation Report. Upon completion of all cultural resources investigations, a Cultural Resources Investigation Report will be prepared that documents the findings of the research for the project. The report will include information and follow the format described in the Archeological Resource Management Reports: Recommended Contents and Format (California Office of Historic Preservation 1979) and complies with the Corps Guidelines for Compliance with Sections 106 of the National Historic Preservation Act (March 24, 2014). This report will include succinct overviews of the project's regulatory, environmental, and cultural contexts; discuss Native American community outreach and consultation efforts; and describe any cultural resources documented in the area of potential effect. (Note that this effort will not include any investigations to provide formal determinations of NRHP eligibility for any cultural resources in the project area of potential effects (including Extended Phase I/Phase II investigations.) Because of the confidential nature of cultural resources information, the report will be provided as a stand-alone report and will not be distributed to the public.

**Deliverables:**

- Administrative Draft, Draft, and Final IS/EA
- Administrative Draft and Final Draft NOP and NOI
- Draft and final press release; materials for up to 2 scoping meetings such as power point presentations, meeting handouts, sign-in sheets, and posters (draft and final versions); also meeting summaries (draft and final versions)
- Draft and Revised Draft summary document (scoping meetings and comments)
- Draft and Revised Draft Project Objectives, and Purpose and Need
- Draft and Revised Draft Project Description
- Draft and Revised Draft Project Alternatives Report
- Administrative Draft, Public Draft, Administrative Draft Final, and Final EIR/EA
- Administrative Draft and Final Draft NOA and NOC (electronic only)
- Materials for up to 2 public meetings such as power point presentations, meeting handouts, and posters (draft and final versions); also meeting summaries (draft and final versions)
- Public meeting comments in audio recording (electronic only) and in comment matrix (electronic only)
- Administrative Draft and Final Draft CEQA findings of fact and statement of overriding considerations (if necessary)

- All reference materials included as part of the Administrative Record.
- Draft and Final fisheries BA/EFH
- Draft and Final terrestrial BA
- Draft and Final Cultural Resources Inventory Report
- Materials for up to 7 consultation/coordination meetings such as meeting handouts; also meeting summaries (draft and final versions)

**Budget:**

- Total Budget: \$767,500

**TO 22-02, Task 7 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be work conducted under Subtasks 7.1, 7.2, and 7.3 during the initial 6 months of SRWB Development. None of these 3 subtasks will be completed during this period.

Deliverables during the initial 6 months are expected to include:

- Administrative Draft and Draft IS/EA (Subtask 7.1)
- Administrative Draft and Final Draft NOP and NOI (Subtask 7.1)
- Draft and final press release (Subtask 7.1)
- Materials for up to 2 scoping meetings such as power point presentations, meeting handouts, sign-in sheets, and posters (draft and final versions); also meeting summaries (draft and final versions) (Subtask 7.1)
- Draft and Revised Draft summary document (scoping meetings and comments) (Subtask 7.1)
- Draft Project Objectives, and Purpose and Need (Subtask 7.2)
- Draft Project Description (Subtask 7.3)
- Draft Project Alternatives Report (Subtask 7.3)

6-month budget authorization = \$141,800

**Task 8: SWRB Development Report**

This task will support preparation of the SRWB Development report to summarize SRWB Development process, key accomplishments, findings, and stakeholder participation. The report will compile the information and deliverables prepared under tasks 2 through 9. The report will be prepared and circulated for sequential set of reviews described in the following subtasks.

**Subtask 8.1: Administrative Draft Report** An administrative draft report will be prepared and circulated for review by the PMT.

**Subtask 8.2: Revised Draft Report** Comments on the administrative draft report will be addressed, and a revised draft report will be prepared and circulated for review by Reclamation management and RWA and its members.

**Subtask 8.3: Final Report** Comments on the revised draft (from Subtask 8.2) report will be addressed, and a final report will be prepared.

**Deliverables:**

- Administrative Draft Report
- Revised Draft Report
- Final Report

**Budget:**

- Total Budget: \$90,000

**TO 22-02, Task 8 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be no work conducted under Task 8 during the initial 6 months of SRWB Development.

Deliverables during the initial 6 months are expected to include:

- None

6-month budget authorization = \$0

**Task 9: Stakeholder Outreach and Involvement**

This task will implement the SWRB Communications and Outreach Plan (CO Plan, prepared under a separate task order and included in the Plan for SRWB Development) for the duration of SRWB Development and document the process.

**Subtask 9.1: Communications and Outreach Plan.** This subtask will update the CO Plan once during SRWB Development.

**Subtask 9.2: Stakeholder Engagement Activities** The intent is for implementation of the CO Plan to occur throughout conduct of SRWB Development. Activities under this subtask will adhere to the CO Plan. As appropriate for each venue, materials will be developed to support communication and outreach activities.

**Subtask 9.3: Communication and Outreach Record** This subtask will document the communications and outreach activities and maintain a record of all public engagement activities.

Note that Task 9 assumes: (1) additional stakeholder engagement activities will be conducted through a separate RWA contract with another consultant, and (2) RWA will provide information on those activities and related content for inclusion in the Communications and Outreach Record.

**Deliverables:**

- Revised Communications and Outreach Plan.
- Stakeholder engagement support materials (as appropriate).
- Draft and Final Communications and Outreach Record TM.

**Budget:**

- Total Budget: \$190,000

**TO 22-02, Task 9 Deliverables and Budget (initial 6 months of SRWB Development effort only):**

It is anticipated that there will be work conducted under Subtask 9.2 during the initial 6 months of SRWB Development. Work under this subtask will be initiated during this period, and the deliverables (listed below) are intended to support communications, outreach, and engagement activities undertaken for SRWB Development. None of the subtasks will be completed during this period.

Deliverables during the initial 6 months are expected to include:

- Stakeholder engagement support materials (as appropriate).

6-month budget authorization: \$70,800

## **2. FEES AND PROGRESS PAYMENTS**

The not-to-exceed fee for completion of the work described in Task Order 22-02 is shown on Exhibit A. Progress payments shall be made monthly on a time and materials basis in accordance with the terms and conditions in the master agreement. In no event shall total payment exceed \$427,000 without the written prior approval of the RWA.

Stantec will provide support, as directed by RWA, up to the Not-to-Exceed Budget shown below.

**Not-to-Exceed Budget:** \$427,000

## **3. SCHEDULE**

This Task Order 22-02 is for services performed between September 8, 2022, and June 30, 2023. Schedule for individual tasks is as directed by the RWA Project Manager or designee. The schedule may be modified from time to time as mutually agreed upon by the RWA and Stantec as required to facilitate efficient completion of the work.

Executed this 8th day of September, 2022 at Citrus Heights, CA.

**REGIONAL WATER  
AUTHORITY**

By: 

Title: Executive Director

Dated: October 26, 2022

**STANTEC CONSULTING SERVICES  
INC.**

By: 

Title: Vanessa Nishikawa, Senior Principal

Dated: September 8, 2022

## Task Order 22-02

[illegible]

[1] CY1 = Jan 2022 - Dec 2022  
[2] CY2 = Jan 2023 - Dec 2023  
[3] CY3 = Jan 2024 - Dec 2024  
[4] CY4 = Jan 2025 - Dec 2025

## CHANGE ORDER

Contract No. 1511346, TO 22-02

Change Order No. 4

Effective Date: September 14, 2023

In accordance with Article 7 of the Master Consulting Services Agreement dated February 23, 2005 ("Agreement") between the Regional Water Authority ("CLIENT") and Stantec Consulting Services Inc., formerly MWH Americas, Inc., ("CONSULTANT"), this Change Order modified the Agreement as follows:

### 1. Change in Services:

- Revisions to Tasks 1, 2, 3, 6, 7, and 9 during Period of Performance (as amended below).
  - Task 1: increased level of effort of subtasks 1.1 and 1.2.
  - Task 2: authorized portion of subtask 2.3.
  - Task 3: increased level of effort of subtask 3.1; authorized portion of subtask 3.2.
  - Task 6: increased level of effort of subtasks 6.1 and 6.2.
  - Task 7: increased level of effort of subtasks 7.1, 7.2, and 7.3; authorized portion of subtask 7.4.
  - Task 9: increased level of effort of subtask 9.2.
- No changes to Tasks 4, 5, and 8.
- See Attachment A for descriptions of amended levels of effort.

### 2. Change in Time of Performance:

- Period of Performance is extended from September 30, 2023, to March 31, 2024.

### 3. Change in CONSULTANT's Compensation:

- Change in total compensation. Not-to-exceed budget is increased from \$427,000 to \$948,900.
  - Task 1: increased from \$59,900 to \$116,900.
  - Task 2: increased from \$104,500 to \$129,500.
  - Task 3: increased from \$45,000 to \$175,000.
  - Task 6: increased from \$89,000 to \$150,000.
  - Task 7: increased from \$62,800 to \$286,700.
  - Task 9: increased from \$65,800 to \$90,800.
  - No changes to Tasks 4, 5, and 8.
- See Attachment B for revised task-by-task budgets.

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

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Signature

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Signature

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Name (Printed or Typed)

Vanessa Nishikawa, Senior Principal

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Name (Printed or Typed)

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Date

September 14, 2023

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Date

**ATTACHMENT A**  
**SACRAMENTO REGIONAL WATER BANK DEVELOPMENT SUPPORT**  
**(CHANGE ORDER NO. 4)**

**TASK 1: PROJECT MANAGEMENT AND COORDINATION**

**Subtask 1.1: Project Management**

Increased level of effort due to Period of Performance extension through March 31, 2024. This subtask will not be completed during the current Period of Performance.

**Subtask 1.2: Project Team Coordination**

Increased level of effort to reflect (1) more frequent and longer project meetings, and (2) Period of Performance extension through March 31, 2024. This subtask will not be completed during the current Period of Performance.

**Deliverables:**

- Subtask 1.1: Additional monthly invoices with status reports.
- Subtask 1.2: Additional meeting agendas and meeting summaries (as needed and directed by the RWA Project Manager).

**Budget:**

Task 1 Budget authorization increased from \$59,900 to \$116,900.

**TASK 2: PLAN FORMULATION**

**Subtask 2.1: Planning Objectives, Constraints, and Criteria**

No change to Subtask 2.1.

**Subtask 2.2: Formulation of Alternatives**

No change to Subtask 2.2.

**Subtask 2.3: Evaluation and Comparison of Alternatives**

Initiate work under Subtask 2.3, as described in the original Task Order 22-02. This subtask will not be completed during the current Period of Performance.

**Subtask 2.4: Plan Formulation Appendix**

No change to Subtask 2.4 (not currently authorized).

**Deliverables:**

- Subtask 2.1: No change to the deliverables currently authorized.
- Subtask 2.2: No change to the deliverables currently authorized.
- Subtask 2.3: Deliverables authorized under Subtask 2.3 will be initiated as needed and as directed by the RWA Project Manager. These deliverables include agendas, materials, and summaries, as well as the administrative draft summary of Evaluation and Comparison of Alternatives. (As this Change Order includes initiation of work under Subtask 2.3 but not its



completion, it is not anticipated that the administrative draft summary document would be initiated during the current Period of Performance.)

- Subtask 2.4: No deliverables currently authorized.

**Budget:**

Task 2 Budget authorization increased from \$104,500 to \$129,500.

**TASK 3: MODELING SUPPORT**

**Subtask 3.1: Alternative Analysis (CalSim)**

Increased level of effort to reflect continued coordination on and conduct of analytical evaluations (as described in the original Task Order 22-02 and amended in Change Orders No. 2 and 3) due to Period of Performance extension through March 31, 2024. This subtask will not be completed during the current Period of Performance.

**Subtask 3.2: Temperature and Water Quality Impact Analysis**

Initiate work under Subtask 3.2, as described in the original Task Order 22-02. This subtask will not be completed during the current Period of Performance.

**Subtask 3.3: Modeling Appendix**

No change to Subtask 3.3 (not currently authorized).

**Deliverables:**

- Subtask 3.1: Deliverables authorized under Subtask 3.1 will be initiated as needed and as directed by the RWA Project Manager. These deliverables include meeting agendas, materials, and summaries (as needed).
- Subtask 3.2: Deliverables authorized under Subtask 3.2 will be initiated as needed and as directed by the RWA Project Manager. These deliverables include meeting agendas, materials, and summaries (as needed).
- Subtask 3.3: No deliverables currently authorized.

**Budget:**

Task 3 Budget authorization increased from \$45,000 to \$175,000.

**TASK 4: ENGINEERING AND COST ESTIMATES**

No change to Task 4 (not currently authorized).

**TASK 5: ECONOMIC AND FINANCIAL ANALYSIS**

No change to Task 5 (not currently authorized).

**TASK 6: INSTITUTIONAL ARRANGEMENTS**

**Subtask 6.1: Water Accounting System**

Increased level of effort to reflect anticipated work related to (1) additional meetings including preparation and conduct as well as related agendas, materials, and summaries; and (2) Period of Performance extension through March 2024. This subtask will not be completed during the current Period of Performance.

### **Subtask 6.2: Water Bank Governance Structure**

Increased level of effort to reflect (1) additional meetings including preparation and conduct as well as related agendas, materials, and summaries; (2) development, support, and revision of additional Water Bank Governance white papers and related materials; and (3) Period of Performance extension through March 31, 2024. This subtask will not be completed during the current Period of Performance.

#### **Deliverables:**

- Subtask 6.1: White paper, TM, and other additional materials on the Water Accounting System (as directed by the RWA Project Manager). Additional meeting agendas, materials, and summaries (as needed and as directed by the RWA Project Manager).
- Subtask 6.2: Additional white papers and related materials on the Water Bank Governance Structure (as directed by the RWA Project Manager). Additional meeting agendas, materials, and summaries (as needed and as directed by the RWA Project Manager).

#### **Budget:**

Task 6 Budget authorization increased from \$89,000 to \$150,000.

## **TASK 7: ENVIRONMENTAL COMPLIANCE**

### **Subtask 7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping**

Increased level of effort to reflect (1) anticipated work on the Subtask 7.1 effort, along with incorporation of information being developed under Subtasks 2.1, 2.2, 6.1, and 6.2 as well as ongoing Task 7 activities; and (2) Period of Performance extension through March 2024. This subtask will not be completed during the current Period of Performance.

### **Subtask 7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area**

Increased level of effort to reflect (1) anticipated work on the Subtask 7.2 effort, along with incorporation of information being developed under Subtasks 2.1, 2.2, 6.1, and 6.2 as well as ongoing Task 7 activities; and (2) Period of Performance extension through March 2024. This subtask will not be completed during the current Period of Performance.

### **Subtask 7.3: Proposed Alternatives Description**

Increased level of effort to reflect (1) anticipated work on the Subtask 7.3 effort, along with incorporation of information being developed under Subtasks 2.1, 2.2, 6.1, and 6.2 as well as ongoing Task 7 activities; and (2) Period of Performance extension through March 2024. This subtask will not be completed during the current Period of Performance.

### **Subtask 7.4: Document Preparation – Environmental Conditions/Affected Environment, Environmental Impacts/Consequences, and Mitigation**

Initiate work under Subtask 7.4, as described in the original Task Order 22-02. This subtask will not be completed during the current Period of Performance.

### **Subtask 7.5: Public Noticing and Notice of Determination**

No change to Subtask 7.5 (not currently authorized).

### **Subtask 7.6: Administrative Record**

No change to Subtask 7.6 (not currently authorized).

### **Subtask 7.7: Consultations & Coordination**

No change to Subtask 7.7 (not currently authorized).

#### **Deliverables:**

- Deliverables currently authorized under Subtasks 7.1, 7.2, and 7.3 will be initiated as needed and as directed by the RWA Project Manager. These deliverables include:
  - Administrative Draft and Draft IS/EA (Subtask 7.1)
  - Administrative Draft and Final Draft NOP and NOI (Subtask 7.1)
  - Draft and final press release (Subtask 7.1)
  - Materials for up to 2 scoping meetings such as power point presentations, meeting handouts, sign-in sheets, and posters (draft and final versions); also meeting summaries (draft and final versions) (Subtask 7.1)
  - Draft and Revised Draft summary document (scoping meetings and comments) (Subtask 7.1)
  - Draft Project Objectives, and Purpose and Need (Subtask 7.2)
  - Draft Project Description (Subtask 7.3)
  - Draft Project Alternatives Report (Subtask 7.3)Note that it is likely that some of these deliverables will not be initiated during the current Period of Performance.
- Subtask 7.4: Administrative Draft, Public Draft, Administrative Draft Final, and Final environmental documentation (EIR/EIS). Deliverables will be initiated as needed and as directed by the RWA Project Manager. [Note: This Change Order includes initiation of work under Subtask 7.4 but not its completion. Depending on progress made on the analyses under this subtask, the RWA Project Manager may not initiate preparation of any deliverables during the current Period of Performance.]
- Subtasks 7.5, 7.6, and 7.7: No deliverables currently authorized.

#### **Budget:**

Task 7 Budget authorization decreased from \$62,800 to \$286,700.

### **TASK 8: SRWB DEVELOPMENT REPORT**

No change to Task 8 (not currently authorized).

### **TASK 9: STAKEHOLDER OUTREACH AND INVOLVEMENT**

#### **Subtask 9.1: Communications and Outreach Plan**

No change to Subtask 9.1 (not currently authorized).

#### **Subtask 9.2: Stakeholder Engagement Activities**

Increased level of effort to reflect continued stakeholder engagement activities due to Period of Performance extension through March 31, 2024. This subtask will not be completed during the current Period of Performance.

#### **Subtask 9.3: Communication and Outreach Record**

No change to Subtask 9.3 (not currently authorized).

#### **Deliverables:**

- Subtask 9.1: No deliverables currently authorized.
- Subtask 9.2: Additional stakeholder engagement support materials (as appropriate).
- Subtask 9.3: No deliverables currently authorized.

**Budget:**

Task 3 Budget authorization increased from \$65,800 to \$90,800.

ATTACHMENT B – CONTRACT BUDGET

The following table presents original level of effort and total cost for the Task Order 22-02; the levels of effort and costs for Change Orders 1, 2, 3, and 4; and the revised total cost.

		Stantec Labor																		Other Direct							
		Level 24	Level 23	Level 22	Level 19	Level 18	Level 17	Level 14	Level 12	Level 11	Level 10	Level 9	Level 8	Level 7	Level 6	Level 5	Level 4	Level 3	Total Stantec Hours	TOTAL Stantec Labor	Other Travel & Other ODCs	TOTAL ODCs					
	CY1 Hourly Rate <sup>[1]</sup> :	\$321	\$310	\$300	\$260	\$243	\$229	\$193	\$178	\$170	\$162	\$153	\$145	\$137	\$130	\$123	\$116	\$110				\$ 1.10					
	CY2 Hourly Rate <sup>[2]</sup> :	\$321	\$310	\$300	\$260	\$243	\$229	\$193	\$178	\$170	\$162	\$153	\$145	\$137	\$130	\$123	\$116	\$110									
	CY3 Hourly Rate <sup>[3]</sup> :	\$331	\$319	\$309	\$268	\$250	\$236	\$199	\$183	\$175	\$167	\$158	\$149	\$141	\$134	\$127	\$119	\$113									
	CY4 Hourly Rate <sup>[4]</sup> :	\$341	\$329	\$318	\$276	\$258	\$243	\$205	\$188	\$180	\$172	\$163	\$153	\$145	\$138	\$131	\$123	\$116									
Task:																											
TASK ORDER 22-02																											
Task 1 : Project Management and Coordination																										\$41,852	\$41,900
1.1: Project Management	CY1		4	4										10				10	28	\$4,910	\$0	\$0	\$4,910	\$7,200			
	CY2		1	2										6				5	14	\$2,282	\$0	\$0	\$2,282				
1.2: Meetings & Coordination	CY1		14	45						30									89	\$22,700	\$0	\$0	\$22,700	\$34,700			
	CY2		14	20						10									44	\$11,960	\$0	\$0	\$11,960				
Task 2: Plan Formulation																										\$94,434	\$94,500
2.1: Planning Objectives, Constraints, and Criteria	CY1	2		36			36						18						92	\$22,296	\$0	\$0	\$22,296	\$44,800			
	CY2	2		30			18						60						110	\$22,464	\$0	\$0	\$22,464				
2.2: Formulation of Alternatives	CY1	2		30			30						30						92	\$20,862	\$0	\$0	\$20,862	\$49,700			
	CY2	2		42			30						60						134	\$28,812	\$0	\$0	\$28,812				
2.3: Evaluation and Comparison of Alternatives	CY2																	0	\$0	\$0	\$0	\$0	\$0				
2.4: Plan Formulation Appendix	CY2																	0	\$0	\$0	\$0	\$0	\$0				
Task 3: Modeling Support																										\$0	\$0
3.1: Alternative Analysis (CalSim)																			0	\$0	\$0	\$0	\$0	\$0			
3.2: Temperature and Water Quality Impact Analysis																			0	\$0	\$0	\$0	\$0	\$0			
3.3: Modeling Appendix																			0	\$0	\$0	\$0	\$0	\$0			
Task 4: Engineering and Cost Estimates																										\$0	\$0
4.1: Preliminary Design																			0	\$0	\$0	\$0	\$0	\$0			
4.2: Cost Estimating																			0	\$0	\$0	\$0	\$0	\$0			
4.3: Engineering Appendix																			0	\$0	\$0	\$0	\$0	\$0			
Task 5: Economic and Financial Analysis																										\$0	\$0
5.1: Financial Analysis																			0	\$0	\$0	\$0	\$0	\$0			
Task 6: Institutional Arrangements																										\$78,001	\$78,000
6.1: Water Accounting Framework	CY1			33									54						87	\$17,730	\$0	\$0	\$17,730	\$37,900			
	CY2			38									52	5				5	100	\$20,205	\$0	\$0	\$20,205				
6.2: Water Bank Governance Structure	CY1			36		36													72	\$19,548	\$0	\$0	\$19,548	\$40,100			
	CY2			38		34								4			2		78	\$20,442	\$69	\$76	\$20,518				
Task 7: Environmental Compliance (NEPA/CEQA)																										\$141,838	\$141,800
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping	CY1		8	18			32			32					30		32		152	\$28,004	\$0	\$0	\$28,004	\$81,600			
	CY2		12	30			77			54					58		60		291	\$53,601	\$0	\$0	\$53,601				
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area	CY1		8	10			10			8									36	\$9,066	\$0	\$0	\$9,066	\$20,400			
	CY2		4	14			14			12				4			2		50	\$11,370	\$0	\$0	\$11,370				
7.3: Proposed Alternatives Description	CY1		12	26			26			26									90	\$21,686	\$0	\$0	\$21,686	\$39,800			
	CY2		10	20			20			20				7			2		79	\$18,111	\$0	\$0	\$18,111				
7.4: Document Preparation - Environmental Conditions/Affected Environment, Environmental Impacts/Consequences, and Mitigation																			0	\$0	\$0	\$0	\$0	\$0			
7.5: Public Noticing and Notice of Determination																			0	\$0	\$0	\$0	\$0	\$0			
7.6: Administrative Record																			0	\$0	\$0	\$0	\$0	\$0			
7.7: Consultations & Coordination																			0	\$0	\$0	\$0	\$0	\$0			
Task 8: SRWB Development Report																										\$0	\$0
8.1: Administrative Draft Report																			0	\$0	\$0	\$0	\$0	\$0			
8.2: Draft Report																			0	\$0	\$0	\$0	\$0	\$0			
8.3: Final Report																			0	\$0	\$0	\$0	\$0	\$0			
Task 9: Stakeholder Outreach and Involvement																										\$70,788	\$70,800
9.1: Communications and Outreach Plan																			0	\$0	\$0	\$0	\$0	\$0			
9.2: Stakeholder Engagement Activities	CY1		4	42		36					60					57	10		209	\$39,939	\$0	\$0	\$39,939	\$70,800			
	CY2		3	30		25					50					50	9		167	\$30,849	\$0	\$0	\$30,849				
9.3: Communication and Outreach Record																			0	\$0	\$0	\$0	\$0	\$0			
																								\$	427,000		
MODIFICATIONS IN CHANGE ORDER 01																											
Task 1 : Project Management and Coordination																										\$17,976	\$18,000
1.1: Project Management	CY2		4					12			19							12	47	\$8,026	\$0	\$0	\$8,026	\$8,000			
1.2: Meetings & Coordination	CY2		11		16					14									41	\$9,950	\$0	\$0	\$9,950	\$10,000			
Task 2: Plan Formulation																										\$10,000	\$10,000
2.1: Planning Objectives, Constraints, and Criteria	CY2		18		17														35	\$10,000	\$0	\$0	\$10,000	\$10,000			
Task 6: Institutional Arrangements																										\$20,990	\$21,000
6.2: Water Bank Governance Structure	CY2		26		36					21									83	\$20,990	\$0	\$0	\$20,990	\$21,000			
Task 7: Environmental Compliance (NEPA/CEQA)																										-\$49,040	-\$49,000
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping	CY2		-6	-14			-24			-24					-24		-24		-116	-\$21,348	\$0	\$0	-\$21,348	-\$21,300			
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area	CY2		-8	-10			-10			-10									-10	-\$9,390	\$0	\$0	-\$9,390	-\$9,400			
7.3: Proposed Alternatives Description	CY2		-10	-22			-22			-22									-76	-\$18,302	\$0	\$0	-\$18,302	-\$18,300			
																								\$	-		
MODIFICATIONS IN CHANGE ORDER 02																											
Task 3: Modeling Support																										\$25,020	\$25,000
3.1: Alternative Analysis (CalSim)	CY2					40						100		0					140	\$25,020	\$0	\$0	\$25,020	\$25,000			
Task 7: Environmental Compliance (NEPA/CEQA)																										-\$24,915	-\$25,000
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping	CY2		-6	-12			-22			-22					-24		-24		-110	-\$19,966	\$0	\$0	-\$19,966	-\$20,000			
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area	CY2						-5			-5									-10	-\$1,955	\$0	\$0	-\$1,955	-\$2,000			
7.3: Proposed Alternatives Description	CY2						-6			-10									-16	-\$2,994	\$0	\$0	-\$2,994	-\$3,000			
																								\$	-		
MODIFICATIONS IN CHANGE ORDER 03																											
Task 3: Modeling Support																										\$19,958	\$20,000
3.1: Alternative Analysis (CalSim)	CY2								58		66								124	\$19,958	\$0	\$0	\$19,958	\$20,000			
Task 6: Institutional Arrangements																										-\$10,040	-\$10,000
6.1: Water Accounting Framework	CY2		-24																-24	-\$7,440	\$0	\$0	-\$7,440	-\$7,400			
6.2: Water Bank Governance Structure	CY2				-10														-10	-\$2,600	\$0	\$0	-\$2,600	-\$2,600			
Task 7: Environmental Compliance (NEPA/CEQA)																										-\$4,956	-\$5,000
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping	CY2					-6				-6									-12	-\$2,478	\$0	\$0	-\$2,478	-\$2,500			
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area	CY2																		0	\$0	\$0	\$0	\$0	\$0			
7.3: Proposed Alternatives Description	CY2					-6				-6									-12	-\$2,478	\$0	\$0	-\$2,478	-\$2,500			
Task 9: Stakeholder Outreach and Involvement																										-\$4,956	-\$5,000
9.2: Stakeholder Engagement Activities	CY2					-12						-12							-24	-\$4,956	\$0	\$0	-\$4,956	-\$5,000			
																								\$	-		

		Stantec Labor																		Other Direct																									
		Level 24	Level 23	Level 22	Level 19	Level 18	Level 17	Level 14	Level 12	Level 11	Level 10	Level 9	Level 8	Level 7	Level 6	Level 5	Level 4	Level 3	Total Stantec Hours	TOTAL Stantec Labor	Other Travel & Other ODCs			TOTAL ODCs																					
CY1 Hourly Rate <sup>[1]</sup> :		\$321	\$310	\$300	\$260	\$243	\$229	\$193	\$178	\$170	\$162	\$153	\$145	\$137	\$130	\$123	\$116	\$110				\$ 1.10	GRAND TOTAL (by task and	GRAND TOTAL (ROUNDED)																					
CY2 Hourly Rate <sup>[2]</sup> :		\$321	\$310	\$300	\$260	\$243	\$229	\$193	\$178	\$170	\$162	\$153	\$145	\$137	\$130	\$123	\$116	\$110																											
CY3 Hourly Rate <sup>[3]</sup> :		\$331	\$319	\$309	\$268	\$250	\$236	\$199	\$183	\$175	\$167	\$158	\$149	\$141	\$134	\$127	\$119	\$113																											
CY4 Hourly Rate <sup>[4]</sup> :		\$341	\$329	\$318	\$276	\$258	\$243	\$205	\$188	\$180	\$172	\$163	\$153	\$145	\$138	\$131	\$123	\$116																											
MODIFICATIONS IN CHANGE ORDER 04																																													
Task 1 : Project Management and Coordination																								\$56,905	\$57,000																				
1.1: Project Management	CY2		8					12		18									38	\$7,712	\$0	\$0	\$7,712	\$14,000																					
	CY3		6				10		14										30	\$6,242	\$0	\$0	\$6,242																						
1.2: Meetings & Coordination	CY2		42			26			10										78	\$21,038	\$0	\$0	\$21,038	\$43,000																					
	CY3		42			26			11										79	\$21,823	\$0	\$90	\$21,913																						
Task 2: Plan Formulation																							\$24,988	\$25,000																					
2.3: Evaluation and Comparison of Alternatives	CY2																		0	\$0	\$0	\$0	\$0	\$25,000																					
	CY3		20						20		26		40	40					146	\$24,988	\$0	\$0	\$24,988																						
Task 3: Modeling Support																							\$129,965	\$130,000																					
3.1: Alternative Analysis (CalSim)	CY2		12			11			60		56		60	48					247	\$39,621	\$0	\$0	\$39,621	\$80,000																					
	CY3		10			10			60		56		60	51					247	\$40,332	\$0	\$0	\$40,332																						
3.2: Temperature and Water Quality Impact Analysis	CY3		6			8			80		80		138						312	\$50,012	\$0	\$0	\$50,012	\$50,000																					
Task 6: Institutional Arrangements																							\$61,015	\$61,000																					
6.1: Water Accounting Framework	CY2		42						20				22						84	\$19,434	\$0	\$0	\$19,434	\$42,400																					
	CY3		47						24				26						97	\$22,859	\$90	\$99	\$22,958																						
6.2: Water Bank Governance Structure	CY2		8			30													38	\$10,280	\$90	\$99	\$10,379	\$18,600																					
	CY3		4			26													30	\$8,244	\$0	\$0	\$8,244																						
Task 7: Environmental Compliance (NEPA/CEQA)																							\$223,956	\$223,900																					
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping	CY2		16			76			10		12		40	41					195	\$37,774	\$90	\$99	\$37,873	\$56,600																					
	CY3		8			18			4		7		36	36					109	\$18,758	\$0	\$0	\$18,758																						
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area	CY2		10			22					15								47	\$10,741	\$90	\$99	\$10,840	\$14,100																					
	CY3		2			8					4								14	\$3,270	\$0	\$0	\$3,270																						
7.3: Proposed Alternatives Description	CY2		24			46			11										81	\$20,488	\$0	\$0	\$20,488	\$28,200																					
	CY3		8			18			4										30	\$7,752	\$0	\$0	\$7,752																						
7.4: Document Preparation - Environmental Conditions/Affected Environment, Environmental Impacts/Consequences, and Mitigation	CY2		16			38			60		16		80	80					290	\$48,202	\$0	\$0	\$48,202	\$125,000																					
	CY3		20			75			80		16		135	120					446	\$76,773	\$0	\$0	\$76,773																						
Task 9: Stakeholder Outreach and Involvement																							\$24,974	\$25,000																					
9.2: Stakeholder Engagement Activities	CY3		8			34	12					64							118	\$24,776	\$180	\$198	\$24,974	\$25,000																					
																								\$	521,900																				
AMENDED TASK ORDER 22-02 (INCLUSIVE OF CHANGE ORDERS 01, 02, 03, AND 04)																																													
Task 1 : Project Management and Coordination																								\$116,900																					
1.1: Project Management																								\$29,200																					
1.2: Meetings & Coordination																								\$87,700																					
Task 2: Plan Formulation																								\$129,500																					
2.1: Planning Objectives, Constraints, and Criteria																								\$54,800																					
2.2: Formulation of Alternatives																								\$49,700																					
2.3: Evaluation and Comparison of Alternatives																								\$25,000																					
2.4: Plan Formulation Appendix																								\$0																					
Task 3: Modeling Support																								\$175,000																					
3.1: Alternative Analysis (CalSim)																								\$125,000																					
3.2: Temperature and Water Quality Impact Analysis																								\$50,000																					
3.3: Modeling Appendix																								\$0																					
Task 4: Engineering and Cost Estimates																								\$0																					
4.1: Preliminary Design																								\$0																					
4.2: Cost Estimating																								\$0																					
4.3: Engineering Appendix																								\$0																					
Task 5: Economic and Financial Analysis																								\$0																					
5.1: Financial Analysis																								\$0																					
Task 6: Institutional Arrangements																								\$150,000																					
6.1: Water Accounting Framework																								\$72,900																					
6.2: Water Bank Governance Structure																								\$77,100																					
Task 7: Environmental Compliance (NEPA/CEQA)																								\$286,700																					
7.1: Prepare Initial Study/Environmental Assessment, Prepare Notice of Preparation and Conduct Public Scoping																								\$94,400																					
7.2: Project Objectives, Purpose and Need, Proposed Project, and Study Area																								\$23,100																					
7.3: Proposed Alternatives Description																								\$44,200																					
7.4: Document Preparation - Environmental Conditions/Affected Environment, Environmental Impacts/Consequences, and Mitigation																								\$125,000																					
7.5: Public Noticing and Notice of Determination																								\$0																					
7.6: Administrative Record																								\$0																					
7.7: Consultations & Coordination																								\$0																					
Task 8: SRWB Development Report																								\$0																					
8.1: Administrative Draft Report																								\$0																					
8.2: Draft Report																								\$0																					
8.3: Final Report																								\$0																					
Task 9: Stakeholder Outreach and Involvement																								\$90,800																					
9.1: Communications and Outreach Plan																								\$0																					
9.2: Stakeholder Engagement Activities																								\$90,800																					
9.3: Communication and Outreach Record																								\$0																					
CY1 = Jan 2022 - Dec 2022																								\$	948,900																				

### Agenda Item 3.3



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Topic: Recommend Approval of Task Order #2 with Khadam Consulting Inc.  
Type: Consent Calendar  
Item For: Action; Recommend Approval by the Board of Directors

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SUBMITTED BY:	Trevor Joseph, Manager of Technical Services	PRESENTER:	Trevor Joseph, Manager of Technical Services
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#### EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority's (RWA) Executive Committee to review and consider recommending a motion for future RWA Board of Directors approval. If approved by the RWA Board of Directors, this action enables the Executive Director to execute Task Order #2 in the amount of \$150,000 with Khadam Consulting Inc. for additional technical support for continued development of the Sacramento Regional Water Bank.

#### STAFF RECOMMENDED ACTION

Recommend approval by the RWA Board of Directors for the Executive Director to execute Task Order #2 in the amount of \$150,000 with Khadam Consulting Inc for additional technical support for continued development of the Sacramento Regional Water Bank.

#### BACKGROUND

In January 2023, RWA executed a services agreement and Task Order #1 with Khadam Consulting Inc with the not to exceed amount of \$103,750 which provided funding for a limited number of tasks to assist RWA with the implementation of a *Draft Plan of Study for Sacramento Regional Water Bank Development*. Task Order #2 is the first change order that would increase the not to exceed amount \$150,000, taking the total budget with Khadam Consulting Inc. from \$103,750 to \$253,750.

Task Order #2 provides compensation for the following tasks as follows:

- Task 1 - Project Management and Coordination (9/1/2023 - 12/31/2024): \$19,760
- Task 6 – Institutional Arrangements: \$67,640
- Task 7 – Environmental Compliance: \$62,600.

#### FINDING/CONCLUSION

Staff is requesting additional consulting support for the further development of the Sacramento Regional Water Bank. Khadam Consulting Inc. technical support is critical to the success of the SRWB.

#### ATTACHMENTS

Attachment 1 - Professional Services Agreement and Task Order #1 with Khadam Consulting Inc.  
Attachment 2 - Task Order #2 with Khadam Consulting Inc.

## **AGENDA ITEM 6: REGIONAL WATER BANK UPDATE AND CONTRACT APPROVAL**

### **BACKGROUND:**

RWA Policy 200.2 delegates to the Executive Committee the approval, authorization, and administration of consulting and funding agreements under a RWA program agreement like the Sacramento Regional Water Bank, Phase 2 program agreement ("SRWB Program Agreement"). The Executive Committee must find that the interests of RWA Members and Contracting Entities who do not participate in the program agreement will not be adversely affected by RWA entering into the contract. In this regard, the SRWB Program Agreement provides that all RWA obligations incurred under the SRWB Program Agreement, including those related to this agreement, will be solely obligations of the of the program participants and not those of any non-participants.

RWA Policy 300.2 governs professional services selection and contracting policy. Professional services contracts with a maximum price of more than \$50,000 and less than \$150,000 require approval of the Executive Committee. RWA Policy 300.2 requires RWA to undergo a competitive selection process for such contracts before the Executive Committee may approve them. However, RWA Policy 300.2 authorizes the Executive Committee to waive the competitive selection process and approve an alternative selection process under appropriate circumstances. It provides:

#### **III. Alternate Selection Process**

Regardless of the amount or of any other limitations provided in this policy, the Executive Committee may at any time approve an alternate selection process in cases where a consulting firm has satisfactorily performed the previous stage of a project, has acquired extensive background and working knowledge of the work to be performed, is a highly-recognized authority in the field or area of work to be performed or is the only known available highly-recognized authority, and the alternative process is in the best interests of RWA.

In this instance, RWA staff recommend waiving the competitive selection process and approving an alternative selection process to award a professional services agreement to Khadam Consulting, Inc. under the SRWB Program Agreement. As discussed in this staff report, Mr. Khadam has an extensive background and working knowledge of the SRWB. Specifically, Mr. Khadam lead the technical analysis of the 2019 Regional Water Reliability Plan, a foundational document for the development of the SRWB and currently leads the Water Management Operations Pilot (WMOPs) effort with the USBR to define the operational bookends on conjunctive use expansion consistent with the SRWB. Mr. Khadam's participation in the SRWB Program Agreement is critical to the success of the program. Mr. Khadam is the only consultant capable of meeting the needs of the SRWB Program Agreement in this regard, so it would not benefit RWA or its members to undergo the competitive award process otherwise required by RWA Policy 300.2.



Staff Recommendation: RWA staff recommends moving forward with a negotiated agreement with Mr. Khadam's firm pending approval by the SRWB Program Agreement's program committee.

Discussion: Trevor Joseph, Manager of Technical Services

**Action: Authorize the Executive Director to enter into a Professional Services Agreement with Khadam Consulting Inc. in the amount of \$103,750 for technical support (Task Order -T01) of RWA's development of the Sacramento Regional Water Bank (SRWB) and 2). Waive RWA Policy 300.2 Competitive Process**

Attachments:

Professional Services Agreement with Khadam Consulting Inc.  
Khadam Consulting Task Order-T01 for the SRWB

## **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 Khadam Consulting Inc., a California Corporation ("Contractor"), who agree as follows:

### **1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

### **2 Payment**

2.1 RWA shall pay to Contractor a fee based on:

  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.

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 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **Ibrahim Khadam**. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

#### **5 Conflict of Interest**

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

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the

Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. RWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

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

## **7 Ownership of Documents**

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

## **8 Confidentiality of Information**

INTENTIONALLY OMITTED

## **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: NOT APPLICABLE

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: NOT APPLICABLE

d. Contractor may perform some of the Work pursuant to funding provided to the RWA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on RWA and its sub-recipients (the "Funding Conditions"). For any such Work, if RWA informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

## **10 Indemnification.**

10.1 Contractor shall indemnify, defend, protect, and hold harmless RWA, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of RWA or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an 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:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$2,000,000 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:



Regional Water Authority

Attn: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Contractor:

Khadam Consulting Inc.

9542 Timber River Way, Elk Grove, CA 95624

E-mail: [ikhadam@KhadamConsulting.com](mailto:ikhadam@KhadamConsulting.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: 1/6/2023

By: \_\_\_\_\_

[Name]

[Title]

*James Perfor*  
*Executive Director*

Khadam Consulting Inc.:

Dated: \_\_\_\_\_

By: *Ibrahim Khadam*

**Ibrahim Khadam, President**

## Exhibit A - Fee Schedule

<b>Labor Category</b>	<b>Hourly Rate (Jan 1 – Dec 31, 23)</b>	<b>Hourly Rate (Jan 1 – Dec 31, 2024)</b>
Principal	\$215	\$230
Senior Professional	\$180	\$190
Junior Professional	\$140	\$150
Assistant	\$90	\$110
Admin	\$60	\$70

<b>Fees</b>	<b>Unit Rate</b>
Mileage Rate per mile	Billed at prevailing IRS rates
Other Direct Costs	Billed at actual cost, no mark up

## **Technical Support for the Sacramento Regional Water Bank Conceptualization, Definition, Evaluation, and Formalization**

### **Proposed Task Order No. 1**

The tasks below outline the proposed work to be completed under Task Order No.1 by Khadam Consulting Inc. in support of the Regional Water Authority (RWA) development of the Sacramento Region Water Bank (SWB).

#### **Task 1 – Project Management and Coordination**

The Consultant will support the coordination activities necessary for successful development of the SRWB. These activities include ensuring strategic alignment with the objectives of the SRWB, consistent approach on the technical studies, environmental analysis, and messaging for stakeholders and partners engagement. The Consultant is anticipated participate in the following meetings for the period January 1 through June 30, 2023:

- Water Bank Program Committee meeting – 1 each quarter.
- Water Bank Technical Group and other Ad-hoc meetings – 1 each month.
- Technical and planning coordination calls/meetings – 2 each week.
- Partners engagement meetings – 1 every 2 months.

#### ***Deliverables***

- Monthly invoices with status reports (electronic format)
- Meeting agendas and meeting summaries (electronic format)

#### **Task 2 - Plan Formulation**

The Consultant will lead the plan formulation activities, including (1) formalization of the planning objectives, constraints, and criteria, (2) formulation of project alternatives, and (3) evaluation and comparison of project alternatives. The ultimate outcome of these plan formulation activities is the development of a Project Description to support the environmental analysis.

#### ***Deliverables***

- Draft and Final Plan Formulation Appendix
- Working Draft Project Description TM

#### **Task 3 - Modeling Support**

The Consultant will develop the modeling strategy and approach to support the environmental impact analysis of the proposed project alternatives. The modeling strategy will outline the data, key modeling assumptions, tool selection, and key evaluation criteria and metrics. It anticipated that the modeling would cover operations analysis of the CVP/SWP, groundwater analysis, American River water temperature, and Delta water quality. Note that the modeling will be conducted by others under separate contracts with RWA.

The consult will coordinate the execution of the modeling by others and provide independent peer review of the modeling and results. The consultant will also oversee the integration and interpretation of the modeling results to support the refinement of the proposed project alternatives and preparation of the environmental impact analysis

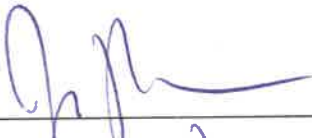
**Deliverables**

- Draft and Final Modeling Strategy TM
- Review of Draft and Final Modeling Results
- Review of Draft Final Modeling Appendix

**Task Order No. 1**

TASK	
Task 1 - Project Management and Coordination (1/1/2023 - 6/30/2023)	\$ 17,630
Task 2 - Plan Formulation	\$ 63,640
Task 3 - Modeling Support	\$ 22,480
<b>TOTAL</b>	<b>\$ 103,750</b>

**Signatures****Regional Water Authority:**

By:   
[Name] James Perler  
[Title] Executive Director

Dated: 1/6/2023

**Khadam Consulting Inc.:**

By: 

Dated: 12/7/2022

**Ibrahim Khadam**  
**President**

## **Technical Support for the Sacramento Regional Water Bank Conceptualization, Definition, Evaluation, and Formalization**

### **Proposed Task Order No. 2**

The tasks below outline the proposed work to be completed under Task Order No.2 by Khadam Consulting Inc. in support of the Regional Water Authority (RWA) development of the Sacramento Region Water Bank (SWB).

#### **Task 2 – Project Management and Coordination**

The Consultant will support the coordination activities necessary for successful development of the SRWB. These activities include ensuring strategic alignment with the objectives of the SRWB, consistent approach on the technical studies, environmental analysis, and messaging for stakeholders and partners engagement. The Consultant is anticipated participate in the following meetings for the period September 1, 2023, through December 31, 2024:

- Water Bank Program Committee meeting – 1 each quarter.
- Water Bank Technical Group and other Ad-hoc meetings – 1 each month.
- Technical and planning coordination calls/meetings – 2 each week.
- Partners engagement meetings – 1 every 2 months.

#### ***Deliverables***

- Monthly invoices with status reports (electronic format)
- Meeting agendas and meeting summaries (electronic format)

#### **Task 6 - Institutional Arrangements**

The Consultant will support RWA and its members decision-making on evaluating and implementing the most appropriate institutional arrangements for the SRWB governance and management. These institutional arrangements will include:

- The Water Accounting Framework, which will establish a set of policies and procedures to encourage and support conjunctive use operations to facilitate the long-term sustainability of the underlying groundwater basin as source of public water supply.
- The Water Bank Governance Structure, which will formalize the operational and management protocols and roles and responsibilities for coordination of banking activities, finance, conflict resolution, and engagement with partners.

#### ***Deliverables***

- Draft and Final Water Accounting Framework TM
- Draft and Final Water Bank Governance Framework TM

#### **Task 7 - Environmental Compliance**

The development of the Environmental Compliance documentation, including managing scoping and public notices, and consultation and coordination with resource agencies will be conducted by others under separate contract with RWA.

The Consultant will support RWA's coordination of the environmental impact analysis to ensure alignment with the strategic intent of the SRWB. The Consultant will assist in developing the approach and strategy for the environmental impact analysis, participate in the review of the draft environmental report sections and appendices. The Consultant may also support the consultation and coordination with resource agencies, as requested by RWA.

**Deliverables**

- Review of Draft and Final EIR sections and appendices

**Task Order No. 2**

TASK	
Task 1 - Project Management and Coordination (9/1/2023 - 12/31/2024)	\$ 19,760
Task 6 - Institutional Arrangements	\$ 67,640
Task 7 - Environmental Compliance	\$ 62,600
<b>TOTAL \$ 150,000</b>	

**Signatures****Regional Water Authority:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

*[Name]**[Title]***Khadam Consulting Inc.:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Ibrahim Khadam****President**

Topic: American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN)

Type: New Business

Item For: Action

Purpose: Strategic Plan Implementation Goal, Objectives A-1, A-4, B-6

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	Michelle Banonis		Jim Peifer
SUBMITTED BY:	Manager of Strategic Affairs	PRESENTER:	Executive Director

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### EXECUTIVE SUMMARY

This item is to review and approve the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) agreement between RWA and funded entities who will receive financial assistance for groundwater infrastructure projects through a funding agreement (“State Funding Agreement”) between RWA and the California Natural Resources Agency and the Department of Water Resources (DWR).

### STAFF RECOMMENDED ACTION

Approve the form and content of the ARTESIAN agreement and commit to moving this agreement through RWA member agency boards who will be receiving funding through the State Funding Agreement.

### BACKGROUND

At a Special RWA Board Meeting on June 14, 2023, the Board of Directors approved a \$55 million State Funding Agreement (ARTESIAN Exhibit 2, Appendix A) with the RWA for Voluntary Agreement (VA) Early Implementation for groundwater infrastructure projects in the American River region, and provided for the Executive Committee to approve the final form of the agreement. On June 30, 2023, a Special Executive Committee Meeting was held and the committee voted to approve the substantively final form of the State Funding Agreement.

The State Funding Agreement includes terms necessary to release the funding to RWA as well as terms to make 30 TAF of outflow available through groundwater in three Dry or Critical years<sup>1</sup> within an eight year period, or for one additional Dry year in the four year term if no Dry or Critical years materialize in the initial eight year period.

### PROJECT AGREEMENT

In addition to the State Funding Agreement, the funded entities will need to collectively participate

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<sup>1</sup> Based on the Sacramento Valley Index as defined under the Revised State Water Resources Control Board’s Decision 1641.

in a Project Agreement with RWA, the ARTESIAN (Attachment 1). The ARTESIAN will function similarly to a subrecipient agreement between RWA and the RWA members who will receive state funds. Generally, the ARTESIAN is split into three general overarching components: 1) Compliance with the terms of the State Agreement; 2) Proposed allocation of funding and outflow; and 3) Operational coordination.

- **COMPLIANCE WITH THE TERMS OF THE STATE AGREEMENT**

In Exhibit 2, the ARTESIAN directly references the State Funding Agreement and its specific terms that are important for recipient agencies to complete in order to obtain reimbursement. This includes items such as the submission of reports, California Environmental Quality Act (CEQA) documentation, engineer-stamped plans and specifications, eligibility of project costs, invoicing information, and other administrative requirements. RWA will serve as the entity to consolidate needed information and submit it to the State, as well as receive reimbursable funds and distribute them to appropriate funding recipients. Local Project Sponsors (funding recipients who will be signatories to the ARTESIAN) will assume the responsibilities designated to RWA in the Funding Agreement and will adhere to the terms and conditions for reporting, eligibility, deliverables, outflow, and coordination.

- **PROPOSED ALLOCATION OF FUNDING AND OUTFLOW**

ARTESIAN Exhibit 1A provides the amount planned to be awarded to each participant, calculated based upon their anticipated groundwater contributions for outflow. ARTESIAN Exhibit 1B includes each project that is anticipated to be constructed, using either in part or in full, the reimbursements through the State Funding Agreement. For the State Funding Agreement, projects were broken into Priority 1 Projects, which are projects that at the date of execution of the State Funding Agreement, the funding recipients intend to complete and for which they plan to seek reimbursement. Priority 2 Projects were also provided in the event that one or more Priority 1 Projects become unforeseeably infeasible or impracticable.

Each funding recipient will need to ensure that their listed project is completed within the term provided under the State Funding Agreement (December 31, 2025), and will also need to ensure that groundwater is being provided in three out of eight Dry and Critical years following the State Water Resource Control Board's (State Board) approval of a VA or, if the State Board does not approve the VA, then providing groundwater replenishment in three Dry and Critical years from 2025 through 2032. If there are fewer than three Dry or Critical years within the eight year period, then DWR may call upon one additional Dry year from and including 2033 and 2036.

- **OPERATIONAL COORDINATION**

The ARTESIAN includes commitments to participate in coordination activities on routine basis during the time groundwater replenishment is occurring. This includes annual coordination and accounting of flow, as well as working with other funding recipients, with Reclamation, and potentially with DWR. A coordination schedule is provided in the ARTESIAN as Exhibit 4.



CONCLUSION

The State funding for the American River region water providers of \$55 million provides needed assistance to build out our capital projects. While there are shorter-term obligations in exchange for the receipt of the money, improving our infrastructure now with available funds creates a net benefit for the long term. It is recommended that the RWA Executive Committee approve the ARTESIAN, and that funding recipients expediently take it to their respective boards for signature.

Attachments

Attachment 1 – ARTESIAN Agreement

**REGIONAL WATER AUTHORITY**  
**AMERICAN RIVER TERMS for ECOSYSTEM SUPPORT and INFRASTRUCTURE**  
**ASSISTANCE NEEDS (ARTESIAN)**  
**PROJECT AGREEMENT**

This Agreement dated July 25, 2023 is entered into by Regional Water Agency, a California joint powers authority (“RWA”) and the RWA Members and Contracting Entities listed in Exhibit A (collectively “Participants”) who execute this Agreement and agree as follows:

1. Recitals

This Agreement is made with reference to the following background recitals:

1.1. The purpose of this Agreement is to create the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (“ARTESIAN”) Project to govern administration of state funds provided to RWA on behalf of the Participants for early implementation of the American River region’s 2019 Voluntary Agreement proposal.

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

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

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

1.5. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those

Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

1.6. As further described in this Agreement, RWA and the Participants desire to carry out a project and share in the costs and benefits of a project as provided for in Articles 21 and 22 of the RWA JPA.

1.7. As part of the (unratified and unexecuted) 2019 Voluntary Agreement proposal (“2019 VA Proposal”) for the American River region, American River groundwater providers, including the Participants, proposed to make available 30 thousand acre-feet (“TAF”) of water available through groundwater replenishment in up to 3 of 8 Dry (D) or Critical (C) years<sup>1</sup> through a combination of existing or new facilities and the Sacramento Regional Water Bank. This water will be released from upstream storage through Folsom Reservoir by Reclamation or will occur downstream of Folsom Reservoir in the Lower American River as a result of reduced surface water diversions. Groundwater replenishment for flows made to the Lower American River will be completed no later than March 1 of the following calendar year. The 2019 VA Proposal included a request from American River groundwater providers for a combined amount of \$55 million for infrastructure to make this water available.

1.8. On June 14, 2023, the RWA Board of Directors approved a form of funding agreement (“Funding Agreement”) between RWA and the California Natural Resources Agency (“CNRA”) and the Department of Water Resources (“DWR”) effective June 1, 2023 under which CNRA and DWR will fund up to \$55 million in groundwater infrastructure projects through RWA as funding recipient in exchange for RWA obtaining commitments from the Participants to make available the 30 TAF according to the 2019 VA Proposal.

1.9. On June 30, 2023, the RWA Executive Committee approved the substantively final form of the Funding Agreement and authorized the RWA Executive Director to sign.

1.10. Upon the effective date of the Funding Agreement, the parties desire for this Agreement to govern their respective rights and obligations with respect to administration of state funding under the Funding Agreement.

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<sup>1</sup> Based on the Sacramento Valley Index as defined under the Revised State Water Resources Control Board’s Decision 1641.

## 2. Definitions

The following defined words and terms shall apply in this Agreement:

2.1. Call Year: A year type identified in this Agreement and the State Agreement in which outflow through groundwater replenishment will be provided and “called for” after assessing conditions through the Operations Review Group. This would occur in three out of eight D or C year types during the Agreement term, beginning in 2025. If the total of C and D years from and including 2025 and 2032 is fewer than three, then the State may implement another call year in a D year from and including 2033 and 2036. Specific details of this flow contribution are defined in Exhibit 1A and Exhibit 2, Appendix A.

2.2. Annual Flow Accounting Report (“AFAR”): A document to be produced annually to record the volume of outflow released by Reclamation at Folsom Dam, the flow volumes paid back from the Participants to Reclamation, and report a detailed accounting of which Participants made water available, the total volumes provided, mechanisms used to replenish water, deficits in contributions, over-production of contributions, any mitigation to make up for any Participant’s inability to meet its replenishment obligations, and a discussion of any challenges or lessons learned.

2.3. Master Flow Ledger (“MFL”): A document that will be updated regularly throughout the term of the Agreement to keep an accounting of outflow releases and replenishment. It will serve as a ledger that will summarize the total amount of water provided by each Participant and keep a running tally of total groundwater replenished by the region, provided as an estimate of the amount of water paid back during the current reporting period and the total amount paid back to-date. The MFL will carry forward from year-to-year through the Agreement term. When developing the MFL, Reclamation and the Participants will look at existing resources and sources of information to pull into its development.

2.4. Operations Review Group (“ORG”): The ORG will consist of operations and/or technical staff from Reclamation and each Participant who makes groundwater available for outflow. The ORG will serve as a collective entity to meet, review, confer, and report on water accounting for American River outflow.

2.5. Replenishment: The amount of water made available by Participants to backfill the amount released by Reclamation out of Folsom Reservoir.

2.6. Replenishment Schedule: An informed estimate that provides an explanation and forecast of how and when Participants are anticipating to pay back water releases that Reclamation has made available from Folsom Reservoir.

2.7. Readiness Review: A convening of Participants and other American River water providers with obligations to make outflow available meeting and discussing

each agency's overall readiness to perform and meet their agreed-upon obligations for the upcoming year. The Readiness Review will include the preparation of the Replenishment Schedule.

2.8. Any other term not expressly defined in this Agreement shall have the meaning provided in the Funding Agreement.

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

#### 4. Project Description

4.1. The project that RWA and the Participants create through this Agreement involves using state funds granted to RWA for Participants to design and construct a suite of proposed groundwater infrastructure projects which will make additional water supply capacity available for agencies that provide groundwater. These projects are identified in Exhibit 1 of this Project Agreement. This also includes making outflow available through 30 thousand acre-feet ("TAF") of groundwater substitution in up to three D or C years, and related reporting and coordination requirements, a schedule for which is provided as Exhibit 4, all as further described in this Agreement.

4.2. Eligible Participants in this Project are those RWA Members or Contracting Entities who have a project listed on Exhibit 1.

4.3. This Agreement will become effective upon the execution of this Agreement by RWA and at least one of the named Participants on Exhibit 1.

#### 5. RWA Responsibilities

5.1. RWA shall administer the Funding Agreement and this Agreement for the benefit of the Participants, including:

- Coordinating and administering all aspects of this Agreement;
- Coordinating invoicing, reimbursement, and communication to DWR for projects funded under the Funding Agreement; and,
- Preparing and submitting reports required by the Funding Agreement.

5.2. RWA agrees to subgrant a portion of those funds granted to RWA under the Funding Agreement to each Participant for reimbursement of Eligible Project Costs, as that term is defined in the Funding Agreement, up to the project amounts identified in Exhibit 1A and Exhibit 1B. RWA shall not be responsible for payment of any amounts in excess of the project amounts identified in Exhibit 1A and 1B without written modification of this Agreement. Participants shall invoice RWA for eligible project-related costs, in arrears.

5.3. Each Participant shall reimburse RWA for any erroneous or disallowed disbursement of state funds. Reimbursement shall occur within 30 days of written demand by RWA.

5.4. RWA shall not be obligated to disburse any remaining unpaid portion of state funds unless and until sufficient funds identified for allocation to a Participant are released by the state to RWA for expenditure under the Funding Agreement. RWA shall expeditiously seek the release of state funds held by the state for projects funded by this Agreement.

## 6. Participant Responsibilities

6.1. Participants, acting as Local Project Sponsors under the Funding Agreement, shall have sole responsibility for design, construction, management, oversight, compliance, operations, maintenance and legal compliance for the projects funded by this Agreement. As a condition of receiving state funds under this Agreement, Participants agree to complete their funded projects and assume all project costs not reimbursed with state funds through this Agreement.

6.2. Except for the RWA responsibilities in section 5, the Participants shall also assume and perform all of RWA's obligations under the Funding Agreement with respect to their projects funded under this Agreement. The responsibilities assumed by each Participant are those provided in the Funding Agreement attached Exhibit 2 and Exhibit 2, Appendix A of this Agreement.

6.3. Participants shall meet all reporting requirements in a timely manner, as well as providing an obligated portion of groundwater contributions to outflow as specified in Exhibit 1A. This includes participating in a regional total of 30 TAF available from groundwater replenishment in up to three D or C years out of eight years of the Agreement, and for an additional four years if three D or C years do not occur in the initial eight-year period, all in compliance with the specific terms of the Flow Contribution set forth in the Funding Agreement.

6.4. Participants agree not to take any action that will cause RWA or any other Participant to breach the Funding Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach.

6.5. To ensure an external evaluation of water made available in support of the VA nets the 30 TAF of groundwater, participants agree that commensurate reductions of groundwater extractions at a level equal to or greater than water

commitments, or other beneficial actions such as direct groundwater recharge, during non-Dry or Critical years is vital.

#### 6.6. Flow Contribution.

6.6.1. Each Participant agrees that, as part of a regional arrangement with Reclamation, it will make available the agreed-upon quantity of outflow in up to three out of eight D or C years, provided in Exhibit 1A.

6.6.2. Assuming Reclamation provides outflow from Folsom Dam as early as March 1 of a call year, Participants will begin to replenish releases made by Reclamation as early as March 1 by reducing surface water diversions and providing groundwater substitution. The timing to achieve this complete replenishment from groundwater will rely on the rate of demand for water within the region, but shall not go beyond March 1 of the following calendar year.

6.6.3. Each Participant represents and warrants that it has and will maintain for the term of this Agreement sufficient water rights or rights to contract water to meet its outflow obligation under this Agreement. This representation and warranty shall be made effective as of the date the Participant first incurs costs for a funded project that may be reimbursable under this Agreement. Each Participant further represents and warrants that it will take actions to the satisfaction of RWA and the other Participants to ensure that the agreed quantity of water is made available for outflow from Folsom Reservoir.

#### 7. Project Coordination and Prioritization

7.1. Project Committee. The Participants may form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee may meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Project Committee may also use other forms of communication if appropriate, such as e-mail, in order to make decisions or reach intended outcomes.

7.1.1. The Project Committee may meet when needed to assess project status and review any related information. No later than December 31, 2023, if a project is determined by the Project Committee to be unforeseeably infeasible or impracticable, then the Project Committee may meet and confer with the project-specific Participant(s) with the affected project and provide recommendations to RWA on an alternative project that will still achieve the intended objectives of the Funding Agreement. The Project Committee may consider Priority 2 Projects (Exhibit 1B and Exhibit 2, Appendix A – Exhibit A) and any other relevant information provided by the Participant(s.).

7.2. Collaboration Schedule. In order for there to be coordination among the Participants and ensure efficient, effective, and collaborative engagement of the implementation of outflow replenishment associated with this Agreement, a schedule has been developed as guidance for making recommendations and ultimate decisions. This schedule is provided as Exhibit 4.

7.3. Commitment to Participate in a Readiness Review

7.3.1. In early February of each year during the term of the Agreement, a group comprised of one member from each of the Participants and other American River water providers, as necessary, with obligations to make outflow available will convene and discuss each agency's overall readiness to perform and meet their agreed-upon obligations (Readiness Review). From this conversation, parties will understand their commitments and will prepare to meet their current year's obligations.

7.3.2. As part of the Readiness Review, Participants will provide a Replenishment Schedule by March 15 of each call year. The Replenishment Schedule will provide an explanation and forecast of how and when Participants are anticipating to pay back water releases that Reclamation has made from Folsom Reservoir. The Replenishment Schedule will also include whether replenishment would pass through Folsom Reservoir. If a Participant is making replenishment available at or above Folsom Reservoir, then Reclamation would physically see this water showing up in the lake and it would reflect in the overall accounting of Folsom storage. Passing through Folsom Reservoir is important as Reclamation will need to account for replenishment of flows downstream. Since downstream pay back of released outflow to the Lower American River is anticipated to come from groundwater providers via a reduction in surface diversions and increased groundwater production (i.e., groundwater replenishment), Reclamation will need to use the Participant's predicted and real-time estimates of replenishment to keep an accounting. A designated RWA representative will compile feedback from each Participant to create the Replenishment Schedule and to submit it to Reclamation.

7.4. Commitment to Participate in the Operations Review Group (ORG)

7.4.1. A determination on whether releases will be made on an annual basis will be recommended by the ORG. By mid-February of each year of the Agreement term, the ORG will walk through various potential scenarios for the forthcoming water year, which includes the review of current information and forecasts, and discussion of potential risks that could cause changes to planned flow releases or replenishment.

7.4.2. If it appears to be a C or D year type, the ORG will discuss whether there should be environmental outflow, provided through groundwater substitution, in that year. Depending on current conditions, whether calls of a certain year type were made in prior years, whether future potential call years may have more favorable



conditions for flow releases, uncertainty related to initial Central Valley Project allocations, or other varying factors, the ORG may make a recommendation to Participants to make outflow releases that year or to hold off on providing outflow until a potential future year.

7.4.3. If the ORG determines that it will be a year that outflow will be provided (a “call year”), then it will also recommend a flow release schedule and assess biological conditions in the Lower American River to determine optimum timing and volumes of releases.

## 7.5. Flow Accounting

7.5.1. Starting as early as the week of March 1 or when Reclamation begins releasing outflow from Folsom Reservoir, the Master Flow Ledger (MFL) will begin keeping track of releases at Folsom Reservoir and of the following replenishment by Participants. The MFL will provide a running tally of outflow and replenishment, provided as an estimate of the amount of water paid back to Folsom storage during the current reporting period and the total amount paid back to-date within the year. The ledger will be placed in a readily and publicly accessible and version-controlled location. The ledger will be updated weekly throughout the year until committed replenishment volumes are fulfilled. Each Participant will provide weekly updates to the MFL during the course of their replenishment period.

7.5.2. In January following a call year, the ORG shall convene to review the accounting from Reclamation and the Participants and “true up” real-time flow numbers with actual volumes accounted for after outflows are fully replenished in Folsom Reservoir and through MFL accounting. These verified numbers will then be placed into an annual report summarizing findings, the Annual Flow Accounting Report (AFAR).

7.5.3. By February 1 of the year following a call year, the ORG will prepare and complete the AFAR. The AFAR will be made available after water is substantially replenished from all intended sources. This document will verify the flow volumes paid back and report a detailed accounting of which Participants made water available, the total volumes provided, mechanisms used to replenish water, deficits in contributions, over-production of contributions, any mitigation to make up for any Participant’s inability to meet its replenishment obligations, and a discussion of any challenges or lessons learned.

7.5.4. The MFL will be ongoing across all years of the term of the Agreement and is intended to carry forward into future years. This will allow Participants to have the ability to compare relative contributions across years, enable potential payback between Participants, and create multi-annual reports and assessments, as needed.

7.6. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to

the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7.7. RWA Project Management Expenses. RWA has developed an estimate of administrative expenses in coordinating aspects of the Funding Agreement, which is provided in Exhibit 3. RWA will submit invoices for reimbursement to DWR along with other project expenses from Participants. RWA will submit a quarterly statement to the Participants for the Project Management Expenses, which shall include a brief description of the work performed, the dates of work, number of hours worked, and staff positions in accordance with Exhibit 3. If RWA does not expend the estimated amount, the remaining funds will be utilized for Participant's projects.

## 8. Breach; Termination; Withdrawal

8.1. Termination by Default. Any Participant's failure to perform any obligation under this Agreement is a material breach of the Agreement. In the event of a material breach, the non-defaulting Participants or RWA may provide the defaulting Party with written notice of the breach and specify a reasonable opportunity to cure. If the defaulting Participant fails to cure a material breach after such notice and a reasonable opportunity to cure, the non-defaulting Participants and RWA may terminate a Participant's participation in this Agreement upon 30 days written notice to the defaulting Participant identifying the reason for termination.

8.2. Termination by Mutual Agreement. This Agreement also may be terminated by mutual written agreement of the parties.

8.3. Termination for Lack of Funding. The primary source of funding for this Project is the State of California under the Funding Agreement. If state funding is reduced, deleted, or delayed by the budget process or other budget control actions, RWA shall provide written notice to the Participants either suspending or canceling the Agreement.

8.4. Withdrawal of a Participant. A Participant may withdraw from this Agreement at any time, effective upon sixty days' notice to RWA and the other Participants.

### 8.5. Effect of Termination or Withdrawal.

8.5.1. A Participant whose participation in this Agreement has been terminated by default, withdrawal, or any other reason, and who have already submitted invoices and accepted state funds from RWA under the Funding Agreement, shall provide immediate reimbursement of all funds received.

8.5.2. A Participant whose participation in this Agreement has been terminated by withdrawal and who has not received any state funds from RWA under the Funding Agreement may withdraw without cost and shall be relieved of all future liability under this Agreement upon the effective date of the Participant's withdrawal.

## 9. Project Liability and Indemnity

9.1. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those RWA Members and/or Contracting Entities who have not executed this Agreement.

9.2. Participants acknowledge that RWA entered into the Funding Agreement at their request and for their benefit. Each Participant agrees to indemnify, defend, protect, and hold harmless RWA and its officers, employees, agents, Members, and Contracting Entities from and against any claims, liability, losses, damages and expenses (including attorney, expert witness, and litigation costs), including, but not limited to, any matter tendered to RWA for indemnification or defense under the Funding Agreement that arise out of, pertain to, or are related to this Agreement or the Funding Agreement. This indemnity provision will not apply to any claim or matter arising from the sole negligence or willful misconduct of RWA. Obligations under this indemnification provision are joint and several and shall survive the termination of this Agreement.

9.3. Each Participant agrees to indemnify, defend, protect, and hold harmless RWA and its officers, employees, agents, Members, and Contracting Entities, and each other Participant and their officers, employees, and agents, from and against any claims, liability, losses, damages and expenses (including attorney, expert witness, and litigation costs) that arise out of, pertain to, or are related to the facilities funded through this Agreement or the flow contribution obligations provided for in this Agreement. This indemnity provision will not apply to any claim or matter arising from the sole negligence or willful misconduct of RWA.

## 10. General Provisions

10.1. Recitals. The Recitals in Section 1 are incorporated into and shall constitute a part of this Settlement Agreement.

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

10.3. Authority. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the authority and capacity to make the promises set forth in this Agreement.

10.4. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, statutes, and regulations.

10.5. Cooperation. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this Agreement.

10.6. Notice. Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by electronic mail; or (c) personal delivery.

10.7. Counterparts. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

10.8. Governing Law. Except as otherwise required by law, the Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

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[Signatures on Following Pages]

[Participant Signature Blocks on Separate Pages – each Participant to provide their  
standard signature blocks]

## EXHIBIT 1A

### PROJECT PARTICIPANT FUNDING AWARD AND FLOW CONTRIBUTION

<b>Funding Recipient</b>	<b>Flow Commitment<sup>2</sup> (AF)</b>	<b>State Funding Provided (Million \$)</b>
Carmichael Water District	3,800	6.83
Citrus Heights Water District	1,963	3.53
City of Roseville	4,460	8.01
City of Sacramento	3,932	7.06
Fair Oaks Water District	1,374	2.47
Golden State Water Company	763	1.37
Orangevale Water Company	460	0.83
Sacramento Suburban Water District	10,488	18.84
Sacramento County Water Agency	2,760	4.96
RWA Administration		1.10
<b>Total</b>	<b>30,000</b>	<b>55.00</b>

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<sup>2</sup> The total commitment provided here assumes streamflow depletion factor is included.

## EXHIBIT 1B

### PROJECTS TO BE FUNDED

Projects here are divided into two categories: Priority 1 Projects and Priority 2 Projects. Priority 1 Projects are projects that as the date of execution of the Funding Agreement that Participants intend to complete and for which they plan to seek reimbursement through the Funding Agreement. Priority 2 Projects are projects that are provided for in the Funding Agreement in the event that one or more Priority 1 Projects become unforeseeably infeasible or impracticable. RWA and Participants will work together as identified in ARTESIAN article 7.1.1 to identify another acceptable project. In the event a Priority 1 Project is determined to be infeasible or impracticable, RWA and the Participant will recommend an alternative Priority 2 project to DWR, and all entities shall mutually agree on a Priority 2 Project to replace the Priority 1 Project.

#### Priority 1 Projects

Agency	Project Name
City of Roseville	ASR Well - Mistywood ASR Well - Campus Oaks
Sacramento County Water Agency	Elk Grove Automall Well Poppy Ridge Storage Tank
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped) Wells 81, 82, and 83 Antelope North/Poker
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)
City of Sacramento	Groundwater Wells - Capacity Enhancements Well 168
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)
Citrus Heights Water District	ASR Well Equipping
Fair Oaks Water District	Northridge Replacement Well
Orange Vale Water Company	Well 4 or Well 5

## Priority 2 Projects

Agency	Project Name
City of Roseville	ASR Well - Pleasant Grove ASR Well - Marlin Drive
Sacramento Suburban Water District	Well N35 Antelope North (Granular activated carbon treatment for PCE)
Carmichael Water District	Replace Garfield-San Juan-Lincoln transmission lines between two wells (includes intertie with CHWD) Backup power at existing well sites Intertie and pump station with SSWD
City of Sacramento	Florin Booster Pump Station Well 170 Well 171 Well 172 Groundwater Treatment at Wells (133,134,164, 166) Water Quality Sampling GW Power Reliability Project
Fair Oaks Water District	Fair Oaks Water District Regional Distribution Facility Carmichael Water District Interconnection Pipeline & Booster Facility Phoenix Park Well Project
Orange Vale Water Company	Well No. 4 or 5 Well No.3 Storage Tank Booster Pump Station



## **EXHIBIT 2**

### **PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER CNRA AND DWR VOLUNTARY AGREEMENT EARLY INFRASTRUCTURE FUNDING**

Each Participant listed in Exhibit 1A and 1B, acting as a Local Project Sponsor, agrees that it will fully and timely perform all Local Project Sponsor obligations. Under Article 4 of the Funding Agreement, each Local Project Sponsor is to assume RWA's obligations for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA's responsibilities under the Funding Agreement. For each Participant and its project or projects, these Funding Agreement obligations include, but are not limited to:

- Flow Contribution (Paragraph 1 and Exhibit A);
- Project CEQA compliance (Paragraph 5.C);
- Continuing Eligibility (Paragraph 12);
- DWR's Facilitating Improvements to Systemwide Habitat Program Guidelines Funding Requirements (Paragraph 12.F);
- Operation and Maintenance (Paragraph 14);
- Standard Conditions (Exhibit D); and,
- State Audit Document Requirements and Funding Match Guidelines for Funding Recipients (Exhibit H).

To the extent any Funding Agreement obligation assumed by a Participant requires coordination, communication, or submission of information to DWR, Participant shall coordinate its activities with RWA.

The Funding Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached current draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of the operative Funding Agreement and any amendments to it. Any new or amended terms and conditions in subsequent versions of the Funding Agreement will govern over the similar terms and conditions stated in this Exhibit 2 Appendix A. Each Participant will include all applicable provisions in this Exhibit 2, Appendix A as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

**EXHIBIT 2, APPENDIX A**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND REGIONAL WATER AUTHORITY**

**VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE  
AMERICAN RIVER**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER  
RESOURCES) AND  
REGIONAL WATER AUTHORITY**

**VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE AMERICAN RIVER**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the “State” or “DWR” and the Regional Water Authority, a joint powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the “Funding Recipient,” which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from FY 2021-22 Budget Trailer Bill Assembly Bill 211 (Stats. 2022, Ch. 574, § 35 (a) (4)) and the FY 2021-22 Budget Act, Senate Bill 170 (Stats. 2021, Ch. 240, § 10 (h)) to the Funding Recipient to assist in financing the Project.

The Project is further described on Exhibit A, “Work Plan.” The purpose of the Project is to provide new and enhanced infrastructure that will improve the American River region’s ability to enhance groundwater production capabilities and flexibility in Dry and Critical Water Years as determined by the Sacramento River Index.

In consideration of the funding provided by DWR under this Funding Agreement, the American River water suppliers who receive that funding will provide 30,000 acre-feet of groundwater-substitution water to augment, through the Bureau of Reclamation’s operation of Folsom Dam and Reservoir as part of coordinated Central Valley Project and State Water Project operations, streamflows in the Lower American River in each of three out of eight years beginning in 2025. Each of those three years will be either a critical or dry year on the Sacramento Valley Index under the State Water Resources Control Board’s Revised Decision 1641. This commitment is herein referred to as the “Flow Contribution” and each annual contribution is referred to as an “Annual Flow Contribution.” The Flow Contribution and Annual Flow Contribution are further described on Exhibit A, “Flow Contribution.”

2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins upon execution of this agreement, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Funding Agreement. However, all work shall be completed by December 31, 2025, with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2026. The RWA Flow Contribution obligations stated in Paragraph 1, “Purpose,” shall survive the termination date of this Funding Agreement until satisfied unless State terminates this Funding Agreement as provided herein.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$55,000,000. Any additional costs are the responsibility of the Funding Recipient.
4. **FUNDING RECIPIENT COST SHARE.** Funding Recipient and the Local Project Sponsors (LPS), through appropriate subagreements with Funding Recipient, agree to complete any LPS Projects listed in Exhibit A that receives State funds under this Funding Agreement. The amount needed to complete the LPS project, not covered by the Funding Amount, is the Funding Recipient Cost Share. This Funding Agreement does not require Funding Recipient to complete those LPS Projects listed in Exhibit A which are not selected for construction and do not receive State funds under this Funding Agreement.

5. BASIC CONDITIONS.

The State shall have no obligation to disburse money for the Project(s) under this Funding Agreement until the Funding Recipient has satisfied the following conditions:

- A. For the term of this Funding Agreement, the Funding Recipient shall submit Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Reports must accompany an invoice and all invoice backup documentation.
- B. Funding Recipient submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
- C. Prior to the commencement of construction or implementation of activities, if applicable, the Funding Recipient shall submit to the State:
  - i. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Funding Agreement.
  - ii. Eligible Costs incurred for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting will not be reimbursed by DWR under this Funding Agreement until the following actions are performed:
    - a) The Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - b) Documents that satisfy the CEQA process are received by the State, and
    - c) State has completed its CEQA compliance review as a Responsible Agency, and
    - d) Funding Recipient receives written notification from the State of Lead Agency's CEQA document (s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to funding any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

6. DISBURSEMENT OF FUNDS. The State will disburse to the Funding Recipient the amount approved, subject to the availability of funds through the normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after execution of this agreement shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to date of execution of this funding agreement.
- B. Operation and maintenance costs, including post construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Purchase of water supply.
- F. Monitoring and assessment costs for efforts required after Project construction is complete.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- I. Land and right-of-way acquisition.
- J. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- K. Payment of Federal and State taxes.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Costs incurred for any work for which State's concurrence in Lead Agency's CEQA documents is required but not received prior to the deadline to request reimbursement of costs in accordance with Paragraph 2, "Term of Funding Agreement."

## 9. METHOD OF PAYMENT.

After the disbursement requirements in Paragraph 5 “Basic Conditions” are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a “wet signature” invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, “Submission of Reports.” Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not Eligible Project Costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in a particular invoice.
- B. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit A. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 4, “Funding Amount” and those costs that represent Funding Recipient’s costs, as applicable, in Paragraph 5, “Funding Recipient Cost Share.”
  - v. Original signature and date (in ink) of Funding Recipient’s Project Representative. Submit the original “wet signature” copy of the invoice form to the following address: Michelle Jesperson, Environmental Program Manager, Division of Multibenefit Initiatives – 6<sup>th</sup> floor, P.O. Box 94283, Sacramento, CA 94236-0001, or an electronic signature certified and transmitted via DocuSign from authorized representative to Michelle Jesperson, Michelle.Jespersion@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all

funds disbursed hereunder. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
  - C. Failure to operate or maintain project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.
  - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."
- Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:
- i. Declare the funding be immediately repaid.
  - ii. Terminate any obligation to make future payments to Funding Recipient.
  - iii. Terminate the Funding Agreement.
  - iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Funding Recipient must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - B. If the Funding Recipient is diverting surface water, the Funding Recipient must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.
  - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
  - F. Facilitating Improvements to Systemwide Habitat Program Guidelines Funding Requirements.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a required for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State’s Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State’s requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after date of agreement execution with future reports then due on successive three-month increments based on the invoicing schedule and this date.
  - B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or



amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final Project by a registered civil engineer, consistent with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

- C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation. The Post-Performance Report shall include well production information from the wells supporting the flow contribution defined in this agreement. This will include the names and locations of wells providing water as well as extraction and recharge data at those locations. See also Exhibit G, Requirements for Data Submittal, for web links and information regarding State monitoring and data reporting requirements. The report should also specify baseline conditions, data collection and method and/or systems used, frequency of data collection and location of data collection relative to the project site.

14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."

15. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Funding Recipient or a Local Project Sponsor (LPS) regarding the Project or that may affect the Project in any way.
  - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
Steve Rothert  
Manager, Division of Multibenefit Initiatives  
P.O. Box 94283  
Division of Multibenefit Initiatives- 6<sup>th</sup> Floor  
Sacramento, CA 94236-001  
Steve.Rothert@water.ca.gov

Regional Water Authority  
James Peifer  
Executive Director  
2295 Gateway Oaks, Suite 100  
Sacramento, CA 95833  
Phone: (916) 967-7692  
Email: jpeifer@rwah2o.org

Direct all inquiries to the Project Manager:

Department of Water Resources  
Michelle Jesperson  
Environmental Program Manager  
Division of Multibenefit Initiatives – 6<sup>th</sup> floor  
P.O. Box 94283  
Sacramento, CA 94236-0001  
[Michelle.Jespersion@water.ca.gov](mailto:Michelle.Jespersion@water.ca.gov)  
(916) 873-4035

Regional Water Authority  
Michelle Banonis  
Manager of Strategic Affairs  
2295 Gateway Oaks, Suite 100  
Sacramento, CA 95833  
Phone: (916) 967-7692  
Email: [mbanonis@rwah2o.org](mailto:mbanonis@rwah2o.org)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference.

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Authorization

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

Exhibit I – Local Project Sponsors, Agency Designations, and Project Locations

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.  
STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

REGIONAL WATER AUTHORITY

\_\_\_\_\_  
Steve Rotherth  
Manager, Division of Multibenefit Initiatives

\_\_\_\_\_  
James Peifer  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer

Assistant General Counsel,

Office of Chief Counsel

Date\_\_\_\_\_

## **EXHIBIT A**

### **WORK PLAN**

#### **Groundwater Infrastructure Projects**

The purpose of the Project is to provide new and enhanced infrastructure that will improve the American River region's ability to enhance groundwater production capabilities and flexibility in Dry and Critical Water Years as determined by the Sacramento River Index. The Funding Recipient will administer the funds provided by this Funding Agreement and enter into subagreements with some or all of the Local Project Sponsors (LPSs) identified below who will undertake infrastructure projects (LPS Projects) consistent with the Funding Agreement's purpose. The LPS Projects will improve water supply capabilities and promote added flexibility and interconnectivity between suppliers. The LPS Projects will build out additional groundwater production capacity, provide regional redundancy, enhance existing infrastructure, and will also create additional connections between water providers that will allow for more effective conjunctive use capabilities. The LPS Projects provide multiple options for the American River region to enhance groundwater capabilities, which will collectively expand the region's ability to provide outflow.

Subject to the terms in the paragraph "LPS Project Implementation" below, Funding Recipient will act in a coordination role with the LPSs by (1) working with the LPSs to identify a subset selected LPS Project 1 and Priority 2 projects listed below to receive funds provided by this Funding Agreement, (2) ensure Funding Agreement compliance by LPSs, (3) obtaining and retaining evidence of Funding Agreement compliance (e.g., CEQA/NEPA documents, reports, etc.), (4) obtaining data for progress reports from LPSs, (5) assembling and submitting progress reports to the State, (6) and coordinating all invoicing to DWR.

State and Funding Recipient agree that the LPSs will design and construct a subset of the LPS Projects listed in this Exhibit A. Funding Recipient and the LPSs (through appropriate subagreements with Funding Recipient) agree to complete those LPS Projects which will receive State funds under this Funding Agreement. This Funding Agreement does not require Funding Recipient to complete those LPS Projects which are not selected for construction and do not receive State funds under this Funding Agreement.

State and Funding Recipient agree that, as to the LPS Projects and the Flow Contribution described in Paragraph 1, "Purpose", this Funding Agreement shall be considered a preliminary agreement pursuant to section 15004, subdivision (b)(4) of Title 14 of the California Code of Regulations. Receipt of state funds by a LPS for any LPS Project, and approval of the Flow Contribution by each LPS that will be subject to it, are expressly conditioned upon compliance with CEQA, and this Funding Agreement shall not be construed to (a) bind or commit State or Funding Recipient to any specific LPS Project or the Flow Contribution prior to CEQA, (b) restrict any LPS (or other agency if serving as CEQA lead agency for a LPS Project) from considering any feasible mitigation measures and alternatives, including the "no project" alternative, or (c) restrict any LPS (or other agency if serving as CEQA lead agency for a LPS Project) from denying any LPS Project or the Flow Contribution.

## **Project Administration by Funding Recipient**

### Task 1: Agreement Administration

The Funding Recipient will (1) enter into subagreements with LPSs for a subset of LPS Projects to be funded under this Funding Agreement, (2) respond to the State's reporting and compliance requirements associated with the grant administration, and (3) coordinate with the project managers responsible for implementing the LPS Projects contained in this agreement.

### Task 2: Invoicing

The Funding Recipient will be responsible for compiling invoices for submittal to the State. This includes collecting invoice documentation from each of the Local Project Sponsors (LPS) and compiling the information.

#### **Deliverables:**

- Quarterly Invoices and associated backup documentation

### Task 3: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to the State. The Grantee will coordinate with LPS staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

#### **Deliverables:**

- Quarterly Progress Reports
- Final Project Completion Report
- Grant Completion Report
- Post-Performance Reports

## **LPS Project Implementation (by LPSs through subagreements with Funding Recipient)**

The following are LPS Projects that may be eligible for funding under this Funding Agreement through subagreements with Funding Recipient. The projects are divided into two categories: Priority 1 Projects and Priority 2 Projects. Priority 1 Projects are projects that as the date of execution of this agreement LPSs intend to complete and for which they plan to seek reimbursement through this Funding Agreement. Priority 2 Projects are projects that are provided for in this agreement in the event that one or more Priority 1 Projects become unforeseeably infeasible or impracticable. If a Priority 1 Project becomes infeasible or impracticable, the Funding Recipient will work with the LPS to select a Priority 2 Project that can also fulfill the expectations of this Funding Agreement. In the event a Priority 1 Project is determined to be infeasible or impracticable, Funding Recipient and DWR shall mutually agree on a Priority 2 Project to replace the Priority 1 Project.

**Priority 1 Projects**

<b>Agency</b>	<b>Project Name</b>
City of Roseville	ASR Well - Mistywood ASR Well - Campus Oaks
Sacramento County Water Agency	Elk Grove Automall Well Poppy Ridge Storage Tank
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped) Wells 81, 82, and 83 Antelope North/Poker
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)
City of Sacramento	Groundwater Wells - Capacity Enhancements Well 168
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)
Citrus Heights Water District	ASR Well Equipping
Fair Oaks Water District	Northridge Replacement Well
Orange Vale Water Company	Well 4 or Well 5

**Priority 2 Projects**

<b>Agency</b>	<b>Project Name</b>
City of Roseville	ASR Well - Pleasant Grove ASR Well - Marlin Drive
Sacramento Suburban Water District	Well N35 Antelope North (Granular activated carbon treatment for PCE)
Carmichael Water District	Replace Garfield-San Juan-Lincoln transmission lines between two wells (includes intertie with CHWD) Backup power at existing well sites Intertie and pump station with SSWD
City of Sacramento	Florin Booster Pump Station Well 170 Well 171 Well 172 Groundwater Treatment at Wells (133,134,164, 166) Water Quality Sampling GW Power Reliability Project
Fair Oaks Water District	Fair Oaks Water District Regional Distribution Facility Carmichael Water District Interconnection Pipeline & Booster Facility Phoenix Park Well Project
Orange Vale Water Company	Well No. 4 or 5

	Well No.3 Storage Tank Booster Pump Station
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## Flow Contribution

The Flow Contribution in Paragraph 1, “Purpose,” is subject to the following terms:

- If the State Water Resources Control Board does not approve or accept voluntary agreements based on the March 29, 2022 Memorandum Of Understanding Advancing A Term Sheet For The Voluntary Agreements To Update And Implement The Bay-Delta Water Quality Control Plan, And Other Related Actions (2022 MOU) until after May 1, 2025, then any American River water supplier’s obligation to contribution to the Flow Contribution shall start on the January 1 following the State Board’s approval or acceptance of voluntary agreements under that Memorandum of Understanding. This memorandum is herein referred to as the “2022 MOU.”
- The parties support the proposed contribution and will request that the State Water Resource Control Board recognize the Flow Contribution as the American River water suppliers’ contribution from groundwater-substitution operations toward any Bay-Delta water quality control plan amendments based or, or related to, the 2022 MOU, and as a beneficial use of the water right(s) being exercised by a party to provide its portion of the Flow Contribution. The parties recognize that implementation of the Flow Contribution will depend on the Bureau of Reclamation’s operation of Folsom Dam and Reservoir and collectively will seek to coordinate with the Bureau of Reclamation as soon as possible.
- DWR may call an Annual Flow Contribution in no more than three critical or dry years during the eight years from and including 2025 and 2032. If the total of critical and dry years from and including 2025 and 2032 is fewer than three, then DWR may call one Annual Flow Contribution in a dry year from and including 2033 and 2036. DWR may not call an Annual Flow Contribution in a critical year after 2032. After 2036, the American River water suppliers shall have no obligation to make any Annual Flow Contribution under this Funding Agreement, unless the parties collectively agree to extend this Funding Agreement, as it may be modified. The time periods stated in this paragraph shall be shifted to later years, without change in their duration, based on the State Water Resources Control Board approving or accepting voluntary agreements based on the 2022 MOU after May 1, 2025 as stated elsewhere in this Funding Agreement.

The Flow Contribution is also subject to the following limitations concerning regulatory and other limits on groundwater substitution operations:

- If a regulatory or other action by the State of California, or one of its agencies, imposes or effects a constraint on the ability of one or more Local Project Sponsors so that they collectively cannot make the full volume of the Flow Contribution, the required amount of the Flow Contribution, and each Annual Flow Contribution, will be reduced consistent with the scope of that constraint, as documented by the Funding Recipient.
- If the Funding Recipient, or one or more Local Project Sponsors, are unable to make an Annual Flow Contribution due to reasons beyond their control, including the Bureau of Reclamation’s operation of Folsom Dam and Reservoir, the Funding Recipient, Local Project



Sponsors, and DWR will meet and confer regarding potential adjustments in the Flow Contribution commitment. The parties acknowledge that the Local Project Sponsors pump groundwater from basins that are subject to the Sustainable Groundwater Management Act (Water Code § 10720 et seq.) and regulatory actions taken under that act could limit those Local Project Sponsors' ability to make the Flow Contribution and any Annual Flow Contribution. The parties would address any such limits through meet-and-confer discussions as described above.

- This section applies to an American River water supplier's obligation to participate in making any part of the Flow Contribution, and any part of any Annual Flow Contribution, whether required during those Contributions' initial 2025-2032 term, during a dry year in the 2032-2036 period or during any shift of any of those terms to a later period as provided elsewhere in this Funding Agreement.

EXHIBIT B

BUDGET

Project Administration by Funding Recipient

Project administration by the Funding Recipient shall not exceed \$1,100,000 of the Funding Agreement award, which is approximately 2% of the total funded amount. The table below outlines the estimate of administrative costs:

Project Management Tasks	Staff	FY 2023/2024				FY 2024/2025				FY 2025/2026				
		Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions	
Finalize Grant Agreement with DWR (includes update of scope, schedule, budget)	Mgr of Strategic Services	48	160.48	\$ 7,703			168.50	\$ -			176.93	\$ -		
	Finance Manager	24	118.96	\$ 2,855			124.91	\$ -			131.15	\$ -		
	Senior Project Manager	0	120.68	\$ -			126.71	\$ -			133.05	\$ -		
	Project Research Asst.	8	72.88	\$ 583			76.52	\$ -			80.35	\$ -		
Grant Agreement Support to Grant Recipients (includes modification requests)	Mgr of Strategic Services	120	160.48	\$ 19,258	10 hr/month	120	168.50	\$ 20,220	10 hr/month	96	176.93	\$ 16,985	8 hr/month	
	Finance Manager	240	118.96	\$ 28,550	20 hr/month	240	124.91	\$ 29,978	20 hr/month	120	131.15	\$ 15,738	10 hr/month	
	Senior Project Manager	60	120.68	\$ 7,241	5 hr/month	60	126.71	\$ 7,603	5 hr/month	60	133.05	\$ 7,983	5 hr/month	
	Project Research Asst.	24	72.88	\$ 1,749	2 hr/month	24	76.52	\$ 1,837	2 hr/month	24	80.35	\$ 1,928	2 hr/month	
Conduct and Document Grant Recipient Meetings (up to 4 meetings)	Mgr of Strategic Services	8	160.48	\$ 1,284	2 hr/mtg	8	168.50	\$ 1,348	2 hr/mtg	8	176.93	\$ 1,415	2 hr/mtg	
	Finance Manager	96	118.96	\$ 11,420	8 hr/mtg	96	124.91	\$ 11,991	8 hr/mtg	96	131.15	\$ 12,591	8 hr/mtg	
	Senior Project Manager	16	120.68	\$ 1,931	4 hr/mtg	16	126.71	\$ 2,027	4 hr/mtg	16	133.05	\$ 2,129	4 hr/mtg	
	Project Research Asst.	16	72.88	\$ 1,166	4 hr/mtg	16	76.52	\$ 1,224	4 hr/mtg	16	80.35	\$ 1,286	4 hr/mtg	
Compile and Submit Requirements for Disbursement for Projects (includes Performance Monitoring Plan)	Mgr of Strategic Services	4	160.48	\$ 642		4	168.50	\$ 674		4	176.93	\$ 708		
	Finance Manager	198	118.96	\$ 23,554	6 hr/project	198	124.91	\$ 24,732	6 hr/project	198	131.15	\$ 25,968	6 hr/project	
	Senior Project Manager	99	120.68	\$ 11,947	3 hr/project	99	126.71	\$ 12,545	3 hr/project	99	133.05	\$ 13,172	3 hr/project	
	Project Research Asst.	33	72.88	\$ 2,405	1 hr/project	33	76.52	\$ 2,525	1 hr/project	33	80.35	\$ 2,652	1 hr/project	
Prepare Invoices for Grant Reimbursement to DWR (up to 20 total) (4 per year)	Mgr of Strategic Services	4	160.48	\$ 642	1 hr/invoice	4	168.50	\$ 674	1 hr/invoice	4	176.93	\$ 708	1 hr/invoice	
	Finance Manager	48	118.96	\$ 5,710	12 hr/invoice	96	124.91	\$ 11,991	12 hr/invoice	96	131.15	\$ 12,591	12 hr/invoice	
	Senior Project Manager		120.68	\$ -			120.68	\$ -			120.68	\$ -		
	Project Research Asst.		72.88	\$ -			65.20	\$ -			65.20	\$ -		
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48	\$ 2,568	4 hr/report	16	168.50	\$ 2,696	4 hr/report	16	176.93	\$ 2,831	4 hr/report	
	Finance Manager	96	118.96	\$ 11,420	24 hr/report	96	124.91	\$ 11,991	24 hr/report	96	131.15	\$ 12,591	24 hr/report	
	Senior Project Manager	8	120.68	\$ 965	2 hr/report	8	120.68	\$ 965	2 hr/report	8	120.68	\$ 965	2 hr/report	
	Project Research Asst.		72.88	\$ -		100	65.20	\$ 6,520		100	65.20	\$ 6,520		
Prepare Project Completion Reports (33 projects)	Mgr of Strategic Services		160.48	\$ -	1 hr/project		168.50	\$ -	1 hr/project	33	176.93	\$ 5,839	1 hr/project	
	Finance Manager		118.96	\$ -	4 hr/project		124.91	\$ -	4 hr/project	132	131.15	\$ 17,312	4 hr/project	
	Senior Project Manager		120.68	\$ -	1 hr/project		126.71	\$ -	1 hr/project	33	133.05	\$ 4,391	1 hr/project	
	Project Research Asst.		72.88	\$ -			76.52	\$ -		40	80.35	\$ 3,214		
Prepare Grant Completion Report	Mgr of Strategic Services		160.48	\$ -			168.50	\$ -		40	176.93	\$ 7,077		
	Finance Manager		118.96	\$ -			124.91	\$ -		240	131.15	\$ 31,477		
	Senior Project Manager		120.68	\$ -			126.71	\$ -		16	133.05	\$ 2,129		
	Project Research Asst.		72.88	\$ -			76.52	\$ -		8	80.35	\$ 643		
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58	\$ 1,999	2 hr.mtg	12	174.91	\$ 2,099	2 hr.mtg	12	183.85	\$ 2,204	2 hr.mtg	
	Finance Manager	24			4 hr.mtg	24			4 hr.mtg	24			4 hr.mtg	
	Senior Project Manager	12	120.68	\$ 1,448	2 hr.mtg	12	126.71	\$ 1,521	2 hr.mtg	12	133.05	\$ 1,597	2 hr.mtg	
	Project Research Asst.		72.88	\$ -			76.52	\$ -			80.35	\$ -		
Legal Support - Agreement Review and Amendments				\$ 10,000				\$ 5,000				\$ 5,000		
Consultant Support for Grant Administration	Consultant			\$ 100,000	(annual estimate)			\$ 130,000	(annual estimate)			\$ 150,000	(annual estimate)	
Total RWA Project Management		1214		\$ 257,041		1282		\$ 290,162		1680		\$ 369,642		Total Costs
														\$ 916,845
													Contingency 20%	\$ 183,369
													Total	\$ 1,100,214

LPS Project Implementation

(Priority 1 Projects Budget Table Below)

**Priority 1 Projects:**

<b>Agency</b>	<b>Project Name</b>	<b>Total Project Cost</b>	<b>Eligible Project Cost (Estimated)</b>
City of Roseville	ASR Well - Mistywood	\$ 9,600,000	
	ASR Well - Campus Oaks	\$ 9,600,000	\$ 8,010,000
Sacramento County Water Agency	Elk Grove Automall Well	\$ 6,000,000	
	Poppy Ridge Storage Tank	\$ 8,265,000	\$ 4,960,000
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped)	\$ 14,400,000	
	Wells 81, 82, and 83		
	Antelope North/Poker	\$ 8,200,000	\$ 18,840,000
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)	\$ 12,000,000	\$ 6,830,000
City of Sacramento	Groundwater Wells - Capacity Enhancement	\$ 3,000,000	
	Well 168	\$ 8,000,000	\$ 7,060,000
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)	\$ 1,600,000	\$ 1,370,000
Citrus Heights Water District	ASR Well Equipping	\$ 4,500,000	\$ 3,530,000
Fair Oaks Water District	Northridge Replacement Well	\$ 3,200,000	\$ 2,470,000
Orange Vale Water Company	Well 4 or Well 5	\$ 2,800,000	\$ 830,000
Grant Administration (2%)			\$ 1,100,000
<b>Total Priority 1 Projects:</b>		<b>\$ 87,329,000</b>	<b>\$ 55,000,000</b>

EXHIBIT C

SCHEDULE

Funding Agreement Administration

CATEGORY	START DATE	END DATE
Project Administration	Date of Agreement Execution	3/31/2026

LPS Project Implementation

CATEGORY	START DATE	END DATE
LPS Project Implementation	Date of Agreement Execution	12/31/2025

The Project shall be complete with all Eligible Project Costs incurred no later than December 31, 2025.

**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and the FY 2021-22 Budget Trailer Bill Assembly Bill 211 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final

audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement will not be reimbursed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document will not be reimbursed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to reimbursing any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to any Project that receives funds under this agreement.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic

Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
    - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract, or subcontract.
- D.16. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).



- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws, and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

- D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.27. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.34. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 7920.000 et seq.) Funding Recipient may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.35. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.36. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.37. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.38. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.39. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.40. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.41. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

- B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.45. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**

**AUTHORIZATION FOR EXECUTIVE DIRECTOR TO SIGN**



**RWA Special Executive Committee Meeting  
Record of Minute Order  
June 30, 2023**

**CALL TO ORDER**

Vice Chair Ewart called the special meeting of the Executive Committee to order on June 30, 2023, at 1:30 p.m. at 5620 Birdcage Street, Suite 110, Citrus Heights, CA 95610. A quorum was established of 6 participating members present in person. Individuals who were present are listed below:

**RWA Executive Committee Members**

S. Audie Foster, CA American Water  
Caryl Sheehan, Citrus Heights Water District  
Sean Bigley, City of Roseville  
Brett Ewart, City of Sacramento  
William Roberts, City of West Sacramento  
Michael Saunders, Georgetown Divide Public Utilities District

**Agenda Item 5:** Early Implementation Voluntary Agreement Funding for Groundwater Infrastructure.

**Motion:** Sean Bigley, City of Roseville, Approve the Funding Agreement with DWR and authorize the RWA Executive Director or his delegate to execute the final Funding Agreement.

**Second:** William Roberts, City of West Sacramento.

**Votes:** Yes – 6      S. Audie Foster, California American Water; Caryl Sheehan, Citrus Heights Water District; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; and Michael Saunders, Georgetown Divide Public Utilities District

*Noes – 0*

*Abstain – 0*

*Absent – 3*      Anthony Firenzi, Placer County Water Agency; Ron Greenwood, Carmichael Water District; and Bruce Kamilos, Elk Grove Water District

**ADJOURNMENT**

With no further business to come before the Committee, Vice Chair Ewart adjourned the meeting at 2:10 p.m.

By:



Brett Ewart, Vice Chair

Attest:



Ashley Flores, CMC, Secretary



## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each Project, discuss the following at the task level:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each Project, discuss the following at the Project level:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next year.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **PROJECT COMPLETION REPORT**

The Project Completion Report shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project
- Electronic copies of any data collected, not previously submitted

- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

### **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

### **Additional Information**

- Benefits derived from the Project, with a discussion of such benefits provided, including anticipated capacity made available and added flexibility to the American River regional water supply.

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

**POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

**Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post-Performance Report schedule
- Time period of the annual report
- Project Description Summary
- Discussion of the project benefits, including performance of operational groundwater infrastructure.
- Discussion of challenges in providing the replenishment of flows to the American River for releases made at Folsom Reservoir from the American River region's enhanced facilities (e.g., Bureau of Reclamation not releasing flows out of Folsom Reservoir, changed hydrologic conditions, etc.).
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.  
Any additional information relevant to or generated by the continued operation of the project.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### Groundwater Level Data

For each project that collects groundwater level data, Funding Recipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

**Exhibit H****STATE AUDIT DOCUMENT REQUIREMENTS AND  
FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

**Exhibit I****LOCAL PROJECT SPONSORS, AGENCY DESIGNATIONS, AND PROJECT LOCATIONS**

The Funding Recipient has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Funding Recipient for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below. All projects listed here are Priority 1 Projects.

**Local Project Sponsor Agency Designation**

**Sponsored Project:** Mistywood Aquifer Storage and Recovery (ASR) Well

**Sponsor Agency:** City of Roseville

**Agency Address:** 2005 Hilltop Circle  
Roseville, CA 95747

**Project Location:** Lat: 38.771294; Long: -121.31834

**Sponsored Project:** Campus Oaks ASR Well

**Sponsor Agency:** City of Roseville

**Agency Address:** 2005 Hilltop Circle  
Roseville, CA 95747

**Project Location:** Lat: 38.791801; Long: -121.321859

**Sponsored Project:** Elk Grove Automall Well

**Sponsor Agency:** Sacramento County Water Agency

**Agency Address:** 827 7<sup>th</sup> Street, Room 301  
Sacramento, CA 95814

**Project Location:** 38°24'07.8"N 121° 23'24.9"W

**Sponsored Project:** Poppy Ridge Storage Tank

**Sponsor Agency:** Sacramento County Water Agency

**Agency Address:** 827 7<sup>th</sup> Street, Room 301  
Sacramento, CA 95814

**Project Location:** 38°23'24.2"N 121°24'53.9"W

**Sponsored Project:** Well 84 – Antelope/Don Juilo (ASR-equipped)

**Sponsor Agency:** Sacramento Suburban Water District

**Agency Address:** 3701 Marconi #100  
Sacramento, CA 95821

**Project Location:** Lat. 38d 42m 29s N, Long. 121d 19m 53s W

**Sponsored Project:** Wells 81, 82, and 83 – Antelope/North Poker

**Sponsor Agency:** Sacramento Suburban Water District

**Agency Address:** 3701 Marconi #100  
Sacramento, CA 95821

**Project Location:** Lat 38d 42m 14s N, Lon 121d 20m 43s W

**Sponsored Project:** Ladera and Winding Way ASR Wells

**Sponsor Agency:** Carmichael Water District

**Agency Address:** 7837 Fair Oaks Boulevard  
Carmichael, CA 95608

**Project Location:** Ladera: 4501 Ladera Way (38.645436, -121.298551).  
Winding Way: 4513 Charleston Dr (38.645519, -121.306841)

**Sponsored Project:** Groundwater Well Capacity Enhancements

**Sponsor Agency:** City of Sacramento

**Agency Address:** 1395 35<sup>th</sup> Avenue  
Sacramento, CA 95822



**Project Location:** Sites under consideration include:

38°39'4.32"N, 121°28'10.26"W  
38°38'50.88"N, 121°27'33.40"W  
38°36'43.54"N, 121°28'47.11"W  
38°35'48.98"N, 121°27'32.57"W  
38°35'46.81"N, 121°25'38.60"W  
38°33'19.01"N, 121°25'0.89"W  
38°27'11.26"N, 121°24'52.51"W

**Sponsored Project:** Well 168**Sponsor Agency:** City of Sacramento**Agency Address:** 1395 35<sup>th</sup> Avenue  
Sacramento, CA 95822**Project Location:** 38°38'56.54"N, 121°26'54.10"W

**Sponsored Project:** Upgrade of Existing Connection Between Golden State Water Company with Sacramento County Water Agency in the Cordova System (Mercantile and Foyer)

**Sponsor Agency:** Golden State Water Company**Agency Address:** 3005 Gold Canal Drive  
Rancho Cordova, CA 95670

**Project Location:** Mercantile: Lat. 38.601016, Long. -121.261133; Femoyer: Lat. 38.574722, Long. -121.291418

**Sponsored Project:** ASR Well Equipping**Sponsor Agency:** Citrus Heights Water District**Agency Address:** 6230 Sylvan Road  
Citrus Heights, CA 95610**Project Location:** 7725 Highland Avenue, Citrus Heights, CA 95610

**Sponsored Project:** Northridge Well Replacement

**Sponsor Agency:** Fair Oaks Water District

**Agency Address:** 10326 Fair Oaks Boulevard  
Fair Oaks, CA 95628

**Project Location:** 38.659635609867514, -121.25559110698903

**Sponsored Project:** Well 4 or Well 5

**Sponsor Agency:** Orange Vale Water Company

**Agency Address:** 9031 Central Avenue  
Orangevale, CA 95662

## RWA COST ESTIMATE – PROJECT ADMINISTRATION

18

	Staff	FY 2023/2024				FY 2024/2025				FY 2025/2026			
		Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions
Project Management Tasks Finalize Grant Agreement with DWR (includes update of scope, schedule, budget)	Mgr of Strategic Services	48	160.48 \$	7,703	-	120	168.50 \$	20,220	10 hr/month	96	176.93 \$	16,985	8 hr/month
	Finance Manager	24	118.96 \$	2,855	-	240	124.91 \$	29,578	20 hr/month	120	131.16 \$	15,738	10 hr/month
	Senior Project Manager	0	120.68 \$	-	-	60	126.71 \$	7,603	5 hr/month	60	133.06 \$	7,983	5 hr/month
	Project Research Asst.	8	72.88 \$	583	-	24	76.52 \$	1,837	2 hr/month	24	80.36 \$	1,928	2 hr/month
Grant Agreement Support to Grant Recipients (includes modification requests)	Mgr of Strategic Services	120	160.48 \$	19,258	10 hr/month	120	168.50 \$	20,220	10 hr/month	96	176.93 \$	16,985	8 hr/month
	Finance Manager	240	118.96 \$	28,550	20 hr/month	240	124.91 \$	29,578	20 hr/month	120	131.16 \$	15,738	10 hr/month
	Senior Project Manager	60	120.68 \$	7,241	5 hr/month	60	126.71 \$	7,603	5 hr/month	60	133.06 \$	7,983	5 hr/month
	Project Research Asst.	24	72.88 \$	1,749	2 hr/month	24	76.52 \$	1,837	2 hr/month	24	80.36 \$	1,928	2 hr/month
Conduct and Document Grant Recipient Meetings (up to 4 meetings)	Mgr of Strategic Services	8	160.48 \$	1,284	2 hr/mg	8	168.50 \$	1,348	2 hr/mg	8	176.93 \$	1,415	2 hr/mg
	Finance Manager	96	118.96 \$	11,420	8 hr/mg	96	124.91 \$	11,991	8 hr/mg	96	131.16 \$	12,591	8 hr/mg
	Senior Project Manager	16	120.68 \$	1,931	4 hr/mg	16	126.71 \$	2,027	4 hr/mg	16	133.06 \$	2,129	4 hr/mg
	Project Research Asst.	16	72.88 \$	1,166	4 hr/mg	16	76.52 \$	1,224	4 hr/mg	16	80.36 \$	1,286	4 hr/mg
Compile and Submit Requirements for Disbursement for Projects (includes Performance Monitoring Plan)	Mgr of Strategic Services	4	160.48 \$	642	1 hr/mo/ce	4	168.50 \$	674	1 hr/mo/ce	4	176.93 \$	708	1 hr/mo/ce
	Finance Manager	198	118.96 \$	23,354	6 hr/project	198	124.91 \$	24,732	6 hr/project	198	131.16 \$	25,968	6 hr/project
	Senior Project Manager	99	120.68 \$	11,947	3 hr/project	99	126.71 \$	12,545	3 hr/project	99	133.06 \$	13,172	3 hr/project
	Project Research Asst.	33	72.88 \$	2,405	1 hr/project	33	76.52 \$	2,525	1 hr/project	33	80.36 \$	2,652	1 hr/project
Prepare Invoices for Grant Reimbursement to DWR (up to 20 total) (4 per year)	Mgr of Strategic Services	4	160.48 \$	642	1 hr/mo/ce	4	168.50 \$	674	1 hr/mo/ce	4	176.93 \$	708	1 hr/mo/ce
	Finance Manager	48	118.96 \$	5,710	12 hr/mo/ce	96	124.91 \$	11,991	12 hr/mo/ce	96	131.16 \$	12,591	12 hr/mo/ce
	Senior Project Manager		120.68 \$	-	-		120.68 \$	-	-		120.68 \$	-	-
	Project Research Asst.		72.88 \$	-	-		65.20 \$	-	-		65.20 \$	-	-
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48 \$	2,568	4 hr/report	16	168.50 \$	2,696	4 hr/report	16	176.93 \$	2,831	4 hr/report
	Finance Manager	96	118.96 \$	11,420	24 hr/report	96	124.91 \$	11,991	24 hr/report	96	131.16 \$	12,591	24 hr/report
	Senior Project Manager	8	120.68 \$	965	2 hr/report	8	120.68 \$	965	2 hr/report	8	120.68 \$	965	2 hr/report
	Project Research Asst.		72.88 \$	-	-	100	65.20 \$	6,520	-	100	65.20 \$	6,520	-
Prepare Project Completion Reports (33 projects)	Mgr of Strategic Services		160.48 \$	-	1 hr/project		168.50 \$	-	1 hr/project	33	176.93 \$	5,889	1 hr/project
	Finance Manager		118.96 \$	-	4 hr/project		124.91 \$	-	4 hr/project	132	131.16 \$	17,312	4 hr/project
	Senior Project Manager		120.68 \$	-	1 hr/project		126.71 \$	-	1 hr/project	33	133.06 \$	4,391	1 hr/project
	Project Research Asst.		72.88 \$	-	-		76.52 \$	-	-	40	80.36 \$	3,214	-
Prepare Grant Completion Report	Mgr of Strategic Services		160.48 \$	-	-		168.50 \$	-	-	40	176.93 \$	7,077	-
	Finance Manager		118.96 \$	-	-		124.91 \$	-	-	240	131.16 \$	31,477	-
	Senior Project Manager		120.68 \$	-	-		126.71 \$	-	-	16	133.06 \$	2,129	-
	Project Research Asst.		72.88 \$	-	-		76.52 \$	-	-	8	80.36 \$	643	-
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58 \$	1,999	2 hr/mg	12	174.91 \$	2,099	2 hr/mg	12	183.66 \$	2,204	2 hr/mg
	Finance Manager	24			4 hr/mg	24			4 hr/mg	24			4 hr/mg
	Senior Project Manager	12	120.68 \$	1,448	2 hr/mg	12	126.71 \$	1,521	2 hr/mg	12	133.06 \$	1,597	2 hr/mg
	Project Research Asst.		72.88 \$	-	-		76.52 \$	-	-		80.36 \$	-	-
Legal Support – Agreement Review and Amendments Consultant Support for Grant Administration													
Total RWPA Project Management													
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## EXHIBIT 4

### Schedule for Making Outflow From Groundwater Substitution Available for the Lower American River

*Actions to occur in up to three D or C years out of eight years, or one additional D year in the following three years if there are not three D or C years in the initial eight-year period*

	Reclamation/State Actions Related to Tributary Actions	American River-Specific Actions				
February	Mid-February: Initial CVP Allocations	Early February (every year): Participants convene to determine readiness	Mid-February (every year): Reclamation and Participants convene the ORG for scenario and risk planning	End of February (every year): ORG makes recommendation on whether outflows will be provided in the current water year.		
March	March: Initial Release of B-120	By March 15: Participants to provide a Replenishment Schedule to define quantities and timing of payback, including whether replenishment is expected to pass through Folsom Reservoir or occur in the Lower American River		March – April: Release of 30 TAF of outflow through Folsom or to the Lower American River through replenishment in 3 D or C years		
April	April: B-120 Update	Late March/Early April: CVP Allocation Updates				
May			Reclamation to share with Participants actual volumes of outflows released from Folsom			
June						
July						
August					March – March (or ending sooner if replenishment is completed sooner): Master Flow Ledger (MFL) accounting based on reporting of groundwater replenishment	
September						
October						
November						
December						
January			First week of January: ORG to convene to “true up” replenished outflow to date.			
February			By February 1: Preparation and completion of an Annual Flow Accounting Report (AFAR)			

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

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SUBMITTED BY:	Ryan Ojakian Legislative and Regulatory Affairs Manager	PRESENTER:	Ryan Ojakian Legislative and Regulatory Affairs Manager
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### EXECUTIVE SUMMARY

This is a discussion/action item for the Executive Committee to review and discuss various State legislation. Ryan Ojakian, Legislative and Regulatory Affairs Manager, will provide an oral report on legislation and recommended Executive Committee action on bills related to water rights, cost of water service, and adjudications.

### STAFF RECOMMENDED ACTION

A motion to approve position changes on legislative bills.

### BACKGROUND

**AB 676 (Bennett D- Ventura)** Would define what is considered domestic use within existing law characterizing the highest uses of water.

The bill had previously addressed several other issues and RWA currently has an oppose unless amended position on the bill.

Recommendation: Neutral

**AB 755 (Papan D- San Mateo)** Would, as proposed to be amended require an agency when conducting a water usage demand analysis, as defined, to identify the marginal cost incurred by an agency from major water users, defined as the top 10 percent of users. The water usage demand analysis should be conducted as part of a cost of service analysis.

RWA currently has an oppose position on the bill.

Recommendation: Neutral with amendments

**AB 779 (Wilson D- Susin City)** Would require a court in an adjudication proceeding to be consistent with SGMA. Judgment must consider water use of “small farmers” and DACs and also not “substantially impair” SGMA management. GSA would be required to call a public meeting to

## Agenda Item 5

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explain the adjudication and invite DWR to that meeting. RWA currently has an oppose position on the bill.

The bill has significantly changed to consider the role of a GSA, and largely maintains a GSA's authority.

Recommendation: Neutral

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.

RWA currently has an oppose unless amended position.

Recommendation: Neutral

### FINDING/CONCLUSION

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

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

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SUBMITTED BY: Jim Peifer  
Executive Director

PRESENTER: Jim Peifer  
Executive Director

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### 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.

An oral report will be provided by the Executive Director.

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

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SUBMITTED BY: Jim Peifer  
Executive Director

PRESENTER: Brett Ewart  
Vice Chair

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### 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.