



Brett Ewart, Chair

|                             |                          |
|-----------------------------|--------------------------|
| William Roberts, Vice Chair | Sean Bigley, Director    |
| Audie Foster, Director      | Ron Greenwood, Director  |
| Bruce Kamilos, Director     | Gwynne Pratt, Director   |
| Michael Saunders, Director  | Robert Wichert, Director |

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

**Tuesday, October 22, 2024  
at 1:30 p.m.**

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

### **IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:**

The Regional Water Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Committee on any item of interest before or during the Committee's consideration of that item. Public comment on items within the jurisdiction of the Committee is welcomed, subject to reasonable time limitations for each speaker.

### **Join Zoom Meeting**

<https://us06web.zoom.us/j/88933048300>

Meeting ID: 889 3304 8300

Dial by your location

+1 669 444 9171 US or +1 669 900 6833 US (San Jose)

**If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 1-877-654-0338 – Guest Code 198**

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

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

## **AGENDA**

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

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

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

### **3. CONSENT CALENDAR:** All items listed under the Consent Calendar are considered and acted upon by one motion. Committee members may request an item be removed for separate consideration.

**3.1** Approve draft meeting minutes of the September 24, 2024 Executive Committee.

**Action: Approve Consent Calendar**

### **4. 2024/2025 STRATEGIC PLAN IMPLEMENTATION REVIEW AND STRATEGIC PLAN SURVEY QUESTIONS**

Presenter: Jim Peifer, Executive Director

**Action: Provide Direction on Strategic Plan Survey**

### **5. AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT WITH RICHARDSON & COMPANY, LLP**

Presenter: Tom Hoffart, Finance and Administrative Services Manager

**Action: Recommend to Board of Directors the approval of a change order amending the Professional Services Agreement with Richardson & Company, LLP. for an additional amount of \$13,050**

### **6. TASK ORDER #3 WITH KHADAM CONSULTING INC.**

Presenter: Trevor Joseph, Technical Services Manager

**Action: Recommend to RWA Board of Directors the approval of Task Order #3 with Khadam Consulting Inc. for an additional amount not to exceed \$88,000.**

### **7. RWA BOARD MEETING AGENDA**

Presenter: Jim Peifer, Executive Director

**Action: Approve RWA Board Meeting Agenda for November 14, 2024**

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

### **9. DIRECTORS' COMMENT**

**ADJOURNMENT**

**Upcoming meetings:**

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


Regular RWA Board Meeting, November 14, 2024, 9:00 a.m. at the Sacramento Association of Realtors, 2003 Howe Avenue, Sacramento, CA 95825. The location is subject to change.

**Next RWA Executive Committee Meeting:**

RWA Executive Committee Meeting is scheduled for December 17, 2024, 1:30 p.m. at the RWA Office located at 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833.

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: October 18, 2024

  
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Ashley Flores, CMC, Clerk of the Board



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<br>Secretary | PRESENTER: | Brett Ewart<br>Chair |
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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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|               |                                 |            |                                  |
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| SUBMITTED BY: | Ashley Flores, CMC<br>Secretary | PRESENTER: | Jim Peifer<br>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 Regional Water Authority Executive Committee Meeting of September 25, 2024.

**STAFF RECOMMENDED ACTION**

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

**BACKGROUND**

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

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

**FINDING/CONCLUSION**

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

**ATTACHMENTS**

Attachment 1- Draft meeting minutes of the Regional Water Authority Executive Committee Meeting of September 25, 2024

**1. CALL TO ORDER**

Chair Ewart called the meeting of the Executive Committee to order on September 24, 2024 at 1:30 p.m. at the RWA Board Room located at 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. Eight 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  
Ron Greenwood, Carmichael Water District  
Sean Bigley, City of Roseville  
Brett Ewart, City of Sacramento, Chair  
William Roberts, City of West Sacramento, Vice Chair  
Bruce Kamilos, Elk Grove Water District  
Michael Saunders, Georgetown Divide Public Utility District  
Robert Wichert, Sacramento Suburban Water District

**Staff Members**

Jim Peifer, Trevor Joseph, Tom Hoffart, Ryan Ojakian, Raiyna Villasenor, Ashley Flores, and Josh Horowitz, BKS Law Firm, General Counsel.

**Others in Attendance:**

None

**2. PUBLIC COMMENT**

None

**3. CONSENT CALENDAR**

**3.1** Approve draft meeting minutes of the August 27, 2024 Executive Committee Meeting.

**A motion was made to approve the Consent Calendar as presented.**

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

Audie Foster, California American Water; Ron Greenwood, Carmichael Water District Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Michael Saunders, Georgetown Divide Public Utility District; Robert Wichert, Sacramento Suburban Water District; voted yes. motion passed.

Ayes- 8  
Noes- 0  
Abstained- 0  
Absent- 1

**4. REVISION TO RWA POLICY 300.4 RECORDS INSPECTION, RETENTION, DISPOSAL, AND STORAGE POLICY**

Ashley Flores, Executive Assistant and Clerk of the Board presented this action item for the RWA Executive Committee to consider and recommend revisions to RWA Policy 300.4 Records Inspection, Retention, Disposal, and Storage Policy. Staff has updated the records management program, including its records retention policy.

**A motion to recommend approval of revisions to Policy 300.4, Exhibit A to Policy 300.4 and adoption of Resolution 2024-06 to the Board of Directors.**

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

Audie Foster, California American Water; Ron Greenwood, Carmichael Water District Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Michael Saunders, Georgetown Divide Public Utility District; Robert Wichert, Sacramento Suburban Water District; voted yes. motion passed.

Ayes- 8  
Noes- 0  
Abstained- 0  
Absent- 1

**5. ADJUSTMENT OF COMPENSATION AND TITLES**

Jim Peifer, Executive Director presented this action item for the RWA Executive Committee to authorize the Executive Director to obtain consulting services to review the compensation of certain RWA job positions and to consider title changes for certain job classifications. The purpose of this item is to consider the fairness of the compensation and to ensure the RWA meets its policy directives in Policy 400.2.

**The Executive Committee requested to delay the title changes to current management positions until after the compensation study is completed.**



**A motion to Authorize the Executive Director to obtain consulting services to review the compensation of specific positions.**

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

Audie Foster, California American Water; Ron Greenwood, Carmichael Water District Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; Bruce Kamilos, Elk Grove Water District; Michael Saunders, Georgetown Divide Public Utility District; Robert Wichert, Sacramento Suburban Water District; voted yes. motion passed.

Ayes- 8  
Noes- 0  
Abstained- 0  
Absent- 1

**6. EXECUTIVE DIRECTOR’S REPORT**

Executive Director Peifer reported that staff is planning a RWA Member Reception at the ACWA Fall conference, details to come.

**7. DIRECTORS’ COMMENT**

Director Saunders thanked Trevor for participating in the ACWA Region 3/4 event on July 31, 2024, hosted by the City of Roseville.

Director Wichert reported that a joint community meeting to discuss the merger between Sacramento Suburban Water District and Del Paso Manor Water District is this evening at the Mission Avenue Elementary School, 2925 Mission Avenue.

**ADJOURNMENT**

Chair Ewart adjourned the meeting at 3:04 p.m.

**Approved by:**

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Brett Ewart, RWA Chair

**Attested by:**

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Ashley Flores, CMC, Clerk of the Board

Topic: Strategic Plan Survey  
Type: New Business  
Item For: Action; Approve Strategic Plan Survey  
Purpose: Policy 400.4 (Executive Director Performance Evaluation Procedure)

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|---------------|----------------------------------|------------|----------------------------------|
| SUBMITTED BY: | Jim Peifer<br>Executive Director | PRESENTER: | Jim Peifer<br>Executive Director |
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**EXECUTIVE SUMMARY**

This action item is for the Executive Committee to consider and approve the Annual Survey for FY 2025/2026 Strategic Plan priorities. Additionally, the Executive Director will be presenting the progress of implementing the Strategic Plan priorities for FY 2024/2025.

**STAFF RECOMMENDED ACTION**

A motion to approve Strategic Plan Survey

**BACKGROUND**

The Board of Directors approved a strategic plan in 2020 and that plan can be found here: <https://bvv394.p3cdn1.secureserver.net/wp-content/uploads/2016/06/400.4-ED-Perf-Eval-Proc.pdf>. Staff have been busy implementing the strategic plan priorities set by the Board of Directors for FY 2024/2025. A copy of the staff report identifying the FY 2024/2025 priorities is attached.

Policy 400.4 (Executive Director Performance Evaluation Procedure) requires the Executive Director to utilize a process for setting RWA priorities. Specifically, the procedure is as follows:

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

1. The Executive Director shall solicit input on the strategic plan and/or other priorities from the members.
2. The input from members shall be reviewed by the Executive Director, staff and the Executive Committee.
3. The Executive Director shall propose strategic plan and/or other priorities to the Executive Committee.
4. The Executive Committee should propose the priorities to the Board for adoption.”

The draft strategic plan survey is attached.



ATTACHMENTS

Attachment 1 – Proposed Survey

Attachment 2- RWA Strategic Plan Priorities (March 14, 2024 RWA Staff Report)

**ATTACHMENT 1**  
**Proposed Survey**

**Regional Water Authority  
Strategic Plan Prioritization Process and Survey – November 2024**

**Please respond by November 29, 2024**

In 2020, the RWA Board approved a strategic plan to guide the work of the RWA. The RWA has resolved to undertake an annual strategic plan prioritization process. This survey will assess the member's desires for what Strategic Plan items should be prioritized. Ideally, the RWA Board will be voting on strategic plan priorities at the March Board meeting. The approved priorities will be used to develop the Fiscal Year 2025/26 budget.

See RWA Strategic Plan here: [https://rwah2o.org/wp-content/uploads/2021/01/RWA\\_2025\\_StrategicPlan\\_8.pdf](https://rwah2o.org/wp-content/uploads/2021/01/RWA_2025_StrategicPlan_8.pdf)

**Process**

The RWA has established a process to identify strategic plan priorities. That process was established by the Board of Directors can be found in [RWA Policy 400.4](#)

The process is as follows: The Executive Director shall lead the following procedure to set priorities for the coming calendar year:

1. The Executive Director shall solicit input on the strategic plan and/or other priorities from the members.
2. The input from members shall be reviewed by the Executive Director, staff and the Executive Committee.
3. The Executive Director shall propose strategic plan and/or other priorities to the Executive Committee.
4. The Executive Committee should propose the priorities to the Board for adoption.

**Survey Questions:**

1. Name: \_\_\_\_\_
2. Position: \_\_\_\_\_
3. Organization: \_\_\_\_\_
4. Phone number: \_\_\_\_\_
  
5. The PLANNING GOAL in the Strategic Plan is: Continuously improve regional water management planning that is comprehensive in scope and contributes to more effective regional water resources management. Please rank in order of importance the following PLANNING GOAL objectives for RWA in FY 2025/26. (Note: Drop down menu)
  - a. Planning Objective A
  - b. Planning Objective B
  - c. Planning Objective C
  - d. Planning Objective D
  
6. The IMPLEMENTATION GOAL in the Strategic Plan is: Lead successful water management strategies, as well as develop and undertake related beneficial programs on behalf of the region. Please rank in

order of importance the following IMPLEMENTATION GOAL objectives for RWA in FY 2025/26.  
[Note: Drop down menu]

- a. Implementation Objective A
- b. Implementation Objective B
- c. Implementation Objective C

7. The COMMUNICATION GOAL in the Strategic Plan is: Based on shared values, communicate with one voice on issues of regional significance to strengthen relationships, elevate regional visibility and influence, and advance the collective interests of the region. Please rank in order of importance the following COMMUNICATION GOAL objectives. [Note: Drop down menu]

- a. Communication Objective A
- b. Communication Objective B
- c. Communication Objective C

8. The ADVOCACY GOAL in the Strategic Plan is: Advocate for members and the region's needs and interests to positively influence legislative and regulatory policies and actions. Please rank in order of importance the following ADVOCACY GOAL objectives for RWA in 2024. [Note: Drop down menu]

- a. Advocacy Objective A
- b. Advocacy Objective B
- c. Advocacy Objective C

9. Of all the Strategic Plan Objectives noted above, please list the top three that your organization believes should be the highest priority for RWA in 2024. [Note: Drop down menu]

10. Are there any priorities your organization believes are important that are NOT in the Strategic Plan? If yes, please list them.

11. If you could change anything about the Strategic Plan, what would you change to benefit your organization? Please explain what and why.

12. Do you believe the RWA is adequately implementing and effectively operating in a manner that is consistent with the Strategic Plan? Please explain why.

13. Thinking about the RWA's mission: What are the challenges your organization is experiencing in the context of the mission?

14. Please list any priorities your agency feels are important that are not in the strategic plan (if any)?  
*The RWA's mission is: To serve and represent the interests of regional water providers and stakeholders for the purpose of improving water supply reliability, availability, quality and affordability.*

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Topic: RWA Strategic Plan Priorities  
Type: Unfinished; Old Business  
Item For: Action  
Impact: Fiscal/Budget

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SUBMITTED BY: Jim Peifer  
Executive Director

PRESENTER: Jim Peifer  
Executive Director

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#### EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Board of Directors to receive a presentation summarizing feedback from a Strategic Plan Prioritization Survey from the members and to consider Executive Committee proposed priorities for the upcoming fiscal year. Additionally, the Board of Directors will receive a presentation on the RWA's performance of Fiscal Year 2023/2024 strategic plan priorities.

#### STAFF RECOMMENDED ACTION

A motion to recommend approval of the Strategic Plan Priorities for Fiscal Year 2024/2025.

#### BACKGROUND

The RWA Board of Directors approved the Strategic Plan in August 2020. The Strategic Plan lays out a number of goals and objectives that allow for the RWA to achieve our mission: To serve, represent and align the interests of regional water providers and stakeholders for the purpose of improving water supply reliability, availability, quality and affordability.

Policy 400.4 requires the RWA to set RWA priorities as follows: The Executive Director Shall lead the following procedure to set priorities for the coming year:

1. The Executive Director shall solicit input on the strategic plan and/or other priorities from the members.
2. The input from members shall be reviewed by the Executive Director, staff and the Executive Committee.
3. The Executive Director shall propose strategic plan and/or other priorities to the Executive Committee.
4. The Executive Committee should propose the priorities to the Board for adoption.

Member feedback from the survey placed a high priority on the completion of the Sacramento Regional Water Bank and assisting in obtaining funding for our member's projects. Feedback suggested support for the communications objective of: "Provide a forum for education, discussion, and outreach on water issues affecting the region." Member feedback suggested a

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desire for the RWA to continue with legislative advocacy, regulatory advocacy, and various subscription programs the RWA offers.

### **Proposed Priorities**

Proposed strategic plan priorities from the Executive Committee for the Board's consideration are below:

- **Communication and Outreach**

Priorities for our Communication and Outreach program include:

- Educate and secure support from local policymakers and other stakeholders regarding the Water Bank and other RWA priority issues. Communications support includes facilitating receptions, tours and briefings, as well as advocacy through the news media, social media, targeted digital advertising and other avenues.
- Maintain a Regional Coalition of Business Leaders led by a core group of organizations whose members heavily rely on an uninterrupted and reliable water supply who can support RWA in its advocacy. With core group formed, focus on educating and recruiting local, state and federal officials, and community leaders (civic and business). Communications support also provided by Integrated Communications and includes developing relationships and creating tools such as PPTs.
- Build Local Support for Funding to Implement the American River Voluntary Agreement by involving and keeping key stakeholders informed about ongoing discussions with state agencies.
- Support the pursuit of additional funding sources via secondary and longer-term opportunities (potential 2024 bond measure, and Reclamation, for example).
- Continue to provide a forum for education, discussion and outreach on water issues via preferred member communication such as the monthly E-Alert update, Coffee & Conversation events.

- **Sacramento Region Water Bank (SRWB) Development**

Significant effort will go into advancing the water bank this year including outreach and the preparation of draft environmental documents.

- Continue to prepare draft environmental documents.
- Begin the preparation of NEPA and other documents necessary to seek Federal Acknowledgement of the Water Bank.
- Execute surface water and groundwater modeling analysis to optimize water bank operations.
- Advocate for external public investment in SRWB and River Arc.

- **Water Use Efficiency (WUE) Program**

Staff highly recommends the WUE program should continue to be a priority of the RWA. The program reduces members' costs from its economy of scale approach to public



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outreach, school education and incentive programs and provides a forum for the WUE member agencies' staff to learn from one another and RWA staff on how to comply with regulatory requirements. A key strategic program benefit is a positive perception throughout the State that our region is implementing solutions for WUE that are simultaneously consistent with State goals and effective for our members. Additionally, the program provides strategic value and credibility for advancing desirable outcomes in other water policy, funding, and regulatory efforts.

- Plan and staff the Water Use Efficiency Program. Annual program activities will be presented to the Board of Directors.
- Provide technical assistance and programmatic support to member agencies to assist in compliance with the Water Conservation Regulation.

- **Regulatory and Policy**

This item relates to two general areas: Surface water regulation and management which is covered in the recently adopted Common Interest Management Services (CIMS) services agreement and the development of Water Use Efficiency regulations. The members that participate in the CIMS program appear to have a high degree of satisfaction with the program and would like to see it continued. The focus of the program will be:

- Continue to seek positive outcomes from the AB 1668/SB 606 Rule Making process (Water Conservation Regulations).
- Continue to seek positive outcomes from the initiation of the Reclamation's Biological Opinion process.
- Continue to advance the Voluntary Agreement process in a way that is beneficial to the participating members and our region.
- To protect our members' interests in the development of the Delta Conveyance Project.
- To build Federal Partnerships with the RWA and federal agencies including Reclamation.
- To assist the CIMS members as necessary.

- **Legislative**

RWA staff will be active in legislative activities including seeking positive legislative outcomes.

- Advocate for legislation that allows for a process to give a regulatory offramp for the Water Conservation Regulations.
- Advocate on Priority Bills (TBD).
- Participate in the development of a water bond or other legislative funding vehicle.
- Building state partnerships including the River Arc partners.

- **Sacramento Groundwater Authority**

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The RWA provides staffing and administrative services to the SGA. The work relating to the SGA will include the North American Subbasin groundwater sustainability plan implementation and activities that fall outside compliance with the Sustainable Groundwater Management Act compliance such as coordination of the Regional Contamination Issues Committee.

- See Sacramento Groundwater Authority strategic priorities.

- **RWA Administrative Services**

There are a number of back office functions that need to occur, such as paying bills, making payroll, etc., that could be characterized as “taking care of business.” This should be a priority and should include the following:

- Receive a clean audit for both the RWA and SGA
- Complete accounting functions
- Prepare Budgets for RWA and SGA
- Office Management

- **Funding Member Projects**

The RWA will continue to participate in initiatives that result in State and potentially Federal investments that fund our member’s water supply projects. These initiatives include:

- The Watershed Resilience Pilot Project with the Department of Water Resources

(See Legislative items above for the potential Water Bond)

## FINDING/CONCLUSION

A Strategic Plan is a valuable tool for establishing a strategic unified vision, outlining goals and objectives, and for monitoring business performance results. The existing strategic plan can be considered the universe of activities that the RWA will operate in. The strategic plan priorities are the initiatives that the RWA staff will spend most of their time on in fiscal year 2024/2025.



Topic: Amendment #1 to Professional Services Agreement with Richardson & Company, LLP  
 Type: New Business  
 Item For: Action; Recommend Approval of Change Order  
 Purpose: Auditor Agreement

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| SUBMITTED BY: Tom Hoffart<br>Finance and Administrative<br>Services Manager | PRESENTER: Tom Hoffart<br>Finance and Administrative<br>Services Manager |
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**EXECUTIVE SUMMARY**

This is an action item for the Executive Committee to recommend to the Board of Directors to authorize the Executive Director to execute a change order to the Regional Water Authority’s Professional Services Agreement with Richardson & Company, LLP for an additional amount of \$13,050 in total for the next four annual audits. Additional compensation is requested based on unanticipated large grants received after the execution of the original agreement.

**STAFF RECOMMEND ACTION:**

Recommend to Board of Directors the approval of a change order amending the Professional Services Agreement with Richardson & Company, LLP. for an additional amount of \$13,050.

**BACKGROUND**

On March 29, 2023, Regional Water Authority (RWA) entered into an agreement for annual audit services with Richardson & Company, LLP in the amount not to exceed \$156,200 over 5 years. One year of the audit has been completed-to-date, totaling \$28,900, with the remaining budgeted amount totaling \$127,300 for the next four years.

After the execution of the agreement, the RWA was awarded the ARTESIAN grant for \$55 million, and the Sacramento Groundwater Authority (SGA) was awarded the SGMA grant for \$3.6 million. Typically, the RWA/SGA finances have some variance from year to year due to changes in programs and grants; however, the previously mentioned grants are significant and outside of reasonable expectations. Richardson & Company, LLP is seeking additional compensation of \$13,050 in total over the remaining four years, due to the additional audit work required for these grants. The proposed change order is for a total not-to-exceed amount of \$169,250.



The table below outlines the current agreement, proposed change order addition and proposed total audit fees on an annual basis:

| <b>Fiscal Year Budget</b> | <b>Current Agreement Audit Fee</b> | <b>Proposed Change Order Audit Fee</b> | <b>Proposed Total Audit Fee</b> |
|---------------------------|------------------------------------|--|---------------------------------|
| 2023/24                   | \$ 28,900                          | \$ -                                   | \$ 28,900                       |
| 2024/25                   | 29,900                             | 3,000                                  | 32,900                          |
| 2025/26                   | 30,800                             | 3,200                                  | 34,000                          |
| 2026/27                   | 32,500                             | 3,350                                  | 35,850                          |
| 2027/28                   | 34,100                             | 3,500                                  | 37,600                          |
|                           | <u>\$ 156,200</u>                  | <u>\$ 13,050</u>                       | <u>\$ 169,250</u>               |

The RWA’s Fiscal Year 2024/25 budget Audit line item includes a contingent amount that covers the increase in fee resulting from the proposed change order.

**FINDINGS/CONCLUSION:**

The ARTESIAN \$55 million grant and the SGMA \$3.6 million grant are outside of reasonable expected operations for the RWA and the SGA and could not have been anticipated by Richardson & Company, LLP or RWA staff at the time of signing the original Services Agreement. The grants will increase the amount of audit work that is required by Richardson & Company, LLP and the additional compensation for this unanticipated audit work appears reasonable.

**ATTACHMENTS**

- Attachment 1 – Change Order to Services Agreement with Richardson & Company, LLP
- Attachment 2 – Services Agreement with Richardson & Company, LLP

## **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 Richardson & Company, LLP., Certified Public Accountants ("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, materials 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:

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

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$156,200. 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: individuals included in Exhibit A. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

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

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

## **6 Contractor Records**

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

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

## **7 Ownership of Documents**

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

## **8 Confidentiality of Information**

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the RWA or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by RWA. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the

performance of the Work under this Agreement, unless otherwise authorized in advance in writing by RWA. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

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

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

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

## **9 Compliance with Laws**

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



## 10 Indemnification.

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

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

## 11 Insurance

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

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

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

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name RWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. RWA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to RWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to RWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of RWA for the Work performed by Contractor.

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

## 12 **General Provisions**

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

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

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

subcontractor shall obtain the required insurance coverages and provide proof of same to RWA in the manner provided in section 11 of this Agreement.

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

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

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

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

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

RWA:

Regional Water Authority

Attn: James Peifer

Regional Water Authority, 5620 Birdcage St # 180, Citrus Heights, CA 9561

E-mail: [jpeifer@rwah2o.org](mailto:jpeifer@rwah2o.org)

Contractor: Richardson & Company, LLP.

Attn: Ingrid Sheipline

Richardson & Company, LLP., 550 Howe Avenue, Suite 210, Sacramento, CA 95825

Email: [isheipline@richardsoncpas.com](mailto:isheipline@richardsoncpas.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: 3/28/2023

By:   
**James Peifer**  
**Executive Director**

Richardson & Company, LLP.:

Dated: 3/29/23

By:   
**Ingrid Sheipline**  
**Managing Partner**

## ***Exhibit A***

Richardson & Company will perform the following tasks as presented in the below proposal to perform the financial audit services to the Regional Water Authority and Sacramento Groundwater Authority for the year ended June 30, 2023 in the amount of \$28,900. Subject to the Executive Committee annual approval, an additional four years of audit services may be extended to Richardson & Company in accordance with their cost proposal for a five-year total services agreement in the not-to-exceed amount of \$156,200.

**CHANGE ORDER**

In reference to Service Agreement executed March 29, 2023, between the Regional Water Authority (“RWA”) and Richardson & Company, LLP (“Contractor”), this Change Order modifies the Services Agreement and Exhibit A, as follows:

1. **Change in Contractor's Compensation:**

Contractor’s fee is a not-to-exceed amount of \$169,250.

All other terms and conditions of the Services Agreement between March 29, 2023, remain unchanged.

**Regional Water Authority (RWA)**

**Richardson & Company, LLP (Contractor)**

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

\_\_\_\_\_  
Ingrid Sheipline, Managing Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Topic: Recommendation on Task Order #3 with Khadam Consulting Inc.  
 Type: New Business  
 Item For: Action; Recommendation to RWA Board of Directors for the approval of Task Order #3 with Khadam Consulting Inc.  
 Purpose: RWA Policy 300.2

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|---|--|
| SUBMITTED BY: Trevor Joseph,<br>Manager of Technical Services | PRESENTER: Trevor Joseph,<br>Manager of Technical Services |
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**EXECUTIVE SUMMARY**

This is an action item for the Executive Committee to recommend to RWA Board of Directors the approval of Task Order #3 with Khadam Consulting Inc for additional technical support for Sacramento Regional Water Bank (SRWB) project development.

Approval of Task Order #3 in the amount of \$88,000 is solely contingent on RWA obtaining sufficient Federal and/or additional Participating Agency funding. RWA staff anticipates funding will be available to execute Task Order #3 in December 2024.

**STAFF RECOMMENDED ACTION:**

Recommend to RWA Board of Directors the approval of Task Order #3 with Khadam Consulting Inc. for an additional amount not to exceed \$88,000.

**BACKGROUND**

The RWA Board of Directors has previously authorized 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 #1) of Sacramento Regional Water Bank (SRWB) project development.

Task Order #1 focused on support from January 1, 2023 through June 30, 2023. The RWA Board of Directors then later authorized the Executive Director to enter into the first change order in the amount of \$150,000 for continued technical support for the SRWB project development. Task Order #2 focused on support from September 1, 2023 through December 31, 2024.

Task Order #3 is the second change order that would increase the amount not to exceed \$88,000, taking the total budget with Khadam Consulting Inc. from \$253,750 to \$341,750. Task Order #3 focuses on support including independent peer review of the modeling results, development of Water Banking losses approach and methodology, review of Preliminary CalSim 3 and CoSANA modeling results, support on previously banked water and starting water balance for the Water Bank, review of administrative Environmental Impact Report (EIR) sections and appendices, and

## Agenda Item 6

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coordination and meeting participation.

Task Order #3 provides compensation for the following tasks as follows:

- Task 2 - Project Management and Coordination (1/1/2024 – 6/30/2024): \$12,000
- Task 3 – Modeling Support: \$24,000
- Task 6 – Institutional Arrangements: \$24,000
- Task 7 – Environmental Compliance: \$28,000

### FINDING/CONCLUSION

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

### ATTACHMENTS

Attachment 1 - Professional Services Agreement and Task Orders #1, 2 with Khadam Consulting Inc.  
Attachment 2 - Task Order #3 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:

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] James Perfer  
[Title] Executive Director

Khadam Consulting Inc.:

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

By:   
Ibrahim Khadam, President

## Exhibit A - Fee Schedule

| <b>Labor Category</b> | <b>Hourly Rate<br/>(Jan 1 – Dec 31, 23)</b> | <b>Hourly Rate<br/>(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**


| <b>TASK</b>   |                   |
|---|-------------------|
| 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:  \_\_\_\_\_ Dated: 1/6/2023  
[Name] James Perber  
[Title] Executive Director

**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 will 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**

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| <b>TASK</b>  |                   |
|--|-------------------|
| 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         |
| <hr/>  |                   |
| <b>TOTAL</b>   | <b>\$ 150,000</b> |

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**Signatures**

**Regional Water Authority:**

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

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

*[Name]*

*[Title]*

**Khadam Consulting Inc.:**

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

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

**Ibrahim Khadam**

**President**

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

## Proposed Task Order No. 3

The tasks below outline the proposed work to be completed under Task Order No.3 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 January 1, 2024, through June 30, 2025:

- Water Bank Program Committee meeting – 1 each month.
- 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 3 - Modeling Support

The Consultant will continue development of 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.

Continue Coordination of modeling execution others

- Continue Independent peer review of the modeling results.
- Development of Water Banking Losses Approach and Methodology.

#### **Deliverables**

- Review of Preliminary CalSim 3 and CoSANA Modeling Results.
- Water Banking Losses Approach and Methodology TM.

### 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 Previously Banked Water and Starting Water Balance for the Water Bank.



**Deliverables**

- Draft and Final Previously Banked Water and Starting Water Balance TM

**Task 7 - Environmental Compliance**

The Consultant will continue supporting RWA’s coordination of the environmental impact analysis to ensure alignment with the strategic intent of the SRWB. The Consultant will continue assisting in developing the approach and strategy for the environmental impact analysis, participating 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 Administrative EIR sections and appendices

**Task Order No. 3**

| <b>TASK</b>   |                 |
|---|-----------------|
| Task 1 - Project Management and Coordination (1/1/2025 - 6/31/2025) | \$12,000        |
| Task 3 – Modeling Support   | \$24,000        |
| Task 6 - Institutional Arrangements                                 | \$24,000        |
| Task 7 - Environmental Compliance                                   | \$28,000        |
| <b>TOTAL</b>  | <b>\$88,000</b> |

**Signatures**

**Regional Water Authority:**

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

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

*James Peifer*  
*Executive Director*

**Khadam Consulting Inc.:**

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

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

**Ibrahim Khadam**  
**President**



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

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SUBMITTED BY: Jim Peifer  
Executive Director

PRESENTER: Jim Peifer  
Executive Director

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**EXECUTIVE SUMMARY**

This is an action item for the Executive Committee to review and consider approving the draft agenda the regularly scheduled Regional Water Authority (RWA) Board of Directors Meeting on November 14, 2024 to be held at Sacramento Association of Realtors – Mack Powell Event Center.

**STAFF RECOMMENDED ACTION**

A motion to approve RWA Board of Directors Agenda for November 14, 2024, Board Meeting.

**BACKGROUND**

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

**FINDING/CONCLUSION**

The Executive Director has prepared the draft agenda for the RWA Board of Directors Meeting on November 14, 2024 for the RWA’s Executive Committee’s consideration and approval.

**ATTACHMENTS**

Attachment 1- Draft RWA Board of Directors Agenda for November 14, 2024 Board Meeting



**REGIONAL WATER AUTHORITY  
MEETING OF THE BOARD OF DIRECTORS**

**Thursday, November 14, 2024 at 9:00 a.m.**

**The Sacramento Association of Realtors  
2003 Howe Avenue, Sacramento, CA 95825  
(916) 967-7692**

**IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:**

The Regional Water Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

Join Zoom Meeting

<https://us06web.zoom.us/j/89073814270>

Meeting ID: 890 7381 4270

Dial by your location

+1 669 444 9171 US or +1 669 900 6833 US (San Jose)

**If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 1-877-654-0338 – Guest Code 198**

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

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

## **AGENDA**

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

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

**3. CONSENT CALENDAR:** All items listed under the Consent Calendar are considered and acted upon by one motion. Board Members may request an item be removed for separate consideration.

**3.1** Approve the draft meeting minutes of September 12, 2024 RWA Board Meeting

**3.2** Approve updates to RWA Policy 300.4 (Record Retention Policy)

**3.3** Approve the 2025 Board of Directors and Executive Committee meeting schedule

**3.4** Approve Change Order #1 amending the Professional Services Agreement with Richardson & Company, LLP. for an additional amount of \$13,050

**3.5** Approve Task Order #3 with Khadam Consulting Inc. in the amount of \$88,000

**Recommended Action: Approve Consent Calendar items as presented**

### **4. 2024 RWA BOARD ELECTIONS OFFICERS AND EXECUTIVE COMMITTEE**

Presenter: Brett Ewart, RWA Chair

**Action: Elect 2024 Chair**

### **5. INFORMATION: HEALTHY RIVERS AND LANDSCAPES PROGRAM UPDATE**

Presenter: Michelle Banonis, Manager of Strategic Affairs

### **6. INFORMATION: LONG-TERM OPERATIONS OF THE CENTRAL VALLEY AND STATE WATER PROJECTS**

Presenter: Michelle Banonis, Manager of Strategic Affairs

### **7. INFORMATION: WATERSHED RESILIENCE PILOT PROJECT UPDATE**

Presenters: Ryan Ojakian, Manager of Government Relations

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

### **9. DIRECTORS' COMMENTS**

## **ADJOURNMENT**

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

January 9, 2025, 9:00 a.m. at the City of Roseville – Corp Yard, 2005 Hilltop Circle, Roseville, CA 95747. The location is subject to change.

**Next RWA Executive Committee Meeting:**

December 17, 2024, 1:30 p.m. at the RWA Office, 2295 Gateway Oaks, Suite 100  
Sacramento, CA 95833.

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 November 7, 2024

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Ashley Flores, CMC  
Clerk of the Board

DRAFT



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

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|  |   |
|--|---|
| SUBMITTED BY: Jim Peifer<br>Executive Director | PRESENTER: Jim Peifer<br>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 Sacramento Groundwater Authority Board of Directors on important activities, reports, communications, advocacy, and other updates.

**Save the Date**

**Coffee Chat** – November 7<sup>th</sup>, 10:00 am. Hosted by Ryan Ojakian, Manager of Government Relations, Ryan will interview Pablo Garza, Chief Consultant for the Assembly Committee on Water, Parks, and Wildlife. Ryan and Pablo’s discussion will explore post-election insights and strategies for water providers to effectively advance their interests in the California Legislature. Pablo will also share his thoughts on the biggest challenges facing the state’s water supply and wildlife, explore possible policy solutions, and discuss the hurdles to making them happen.

**Annual Holiday Social – We hope you attend the Annual RWA/SGA Holiday Social, which is** scheduled for December 12, 2024 at 6:00 pm. The location will be at the [Delta King](#), 1000 Front Street, Sacramento, CA 95814

**Member Reception at ACWA Conference** - Join us at our suite for a networking opportunity. Light appetizers and refreshments will be available.

**Water Bank** - The next Water Bank Monthly Program Committee Meeting will be held on November 20.

**Upcoming RWA Board Meetings**

November 14 – Sacramento Association of Realtors

Agenda Item 9



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

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|  |                                 |
|--|---------------------------------|
| SUBMITTED BY: Jim Peifer<br>Executive Director | PRESENTER: Brett Ewart<br>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.