



**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) and adopt Resolution 2024-06
 - 3.3** Approve the 2025 Board of Directors and Executive Committee meeting schedule
 - 3.4** Adopt Resolution 2024-07 United States Bureau of Reclamation WaterSMART Water and Energy Efficiency Grants FY 2025 application
 - 3.5** Approve Amendment #1 to Professional Services Agreement with Richardson & Company, LLP. for an additional amount of \$13,050
 - 3.6** Approve Task Order #3 with Khadam Consulting Inc. for an additional amount not to exceed \$88,000

Recommended Action: Approve Consent Calendar items as presented

- 4. 2025 RWA BOARD ELECTIONS OFFICERS AND EXECUTIVE COMMITTEE**
Presenter: Jim Peifer, Executive Director and Ashley Flores, Clerk of the Board
Action: (1) Elect 2025 Chair; and (2) Interested members to state their candidacy for the 2025 Vice Chair and the 2025 Executive Committee
- 5. WATER FORUM AGREEMENT UPDATE**
Presenter: Jim Peifer, Executive Director
Action: Authorize the Regional Water Authority and its Executive Director to formally participate in the Water Forum Agreement Update process consistent with Policy 100.1.
- 6. INFORMATION: HEALTHY RIVERS AND LANDSCAPES PROGRAM UPDATE**
Presenter: Michelle Banonis, Manager of Strategic Affairs
- 7. INFORMATION: UPDATE ON ENDANGERED SPECIES ACT CONSULTATION FOR STATE AND FEDERAL WATER PROJECTS**
Presenter: Michelle Banonis, Manager of Strategic Affairs

8. INFORMATION: WATERSHED RESILIENCE PILOT PROJECT UPDATE

Presenter: Ryan Ojakian, Manager of Government Relations

9. WATERSHED RESILIENCE PILOT PROJECT: MEMORANDUM OF UNDERSTANDING WITH PLACER COUNTY WATER AGENCY

Presenter: Trevor Joseph, Manager of Technical Services

Action: Approve Memorandum of Understanding between RWA and Placer County Water Agency

10. EXECUTIVE DIRECTOR'S REPORT

11. 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

Ashley Flores

Ashley Flores, CMC

Clerk of the Board

RWA Board of Directors - 2024

Chair: Brett Ewart

Vice Chair: Bill Roberts

California American Water Audie Foster , General Manager Evan Jacobs, Operations Manager
Carmichael Water District Ron Greenwood , Board Member Cathy Lee, General Manager
Citrus Heights Water District Caryl Sheehan, Director Raymond Riehle, Director (alternate) Hilary Straus, General Manager Rebecca Scott, Director of Operations (alternate)
City of Folsom YK Chalamcherla, Councilmember Marcus Yasutake, Environmental/Water Resources Director (alternate)
City of Lincoln Holly Andreatta, Councilmember Matthew Medill, Public Works Director Chris Nelson, Environmental Services Manager (alternate)
City of Roseville Pauline Roccucci, Councilmember Scott Alvord, Councilmember (alternate) Sean Bigley , Assistant Environment Utilities Director Rich Plecker, Director of Utilities (alternate) George Hanson, Water Utilities Manager (alternate)
City of Sacramento Lisa Kaplan, Councilmember Shoun Thao, Councilmember (alternate) Brett Ewart , Water Policy & Regional Planning Supervising Engineer, Chair Michelle Carrey, Supervising Engineer (alternate) Anne Sanger, Policy and Legislative Specialist (alternate)
City of West Sacramento Martha Guerrero, Councilmember William "Bill" Roberts , Director of Public Works and Operations, Vice Chair
City of Yuba City Wade Kirchner, Councilmember Benjamin Moody, Public Works & Development Services Director
Del Paso Manor Water District Gwynne Pratt , Board Member Adam Coyan, General Manager
El Dorado Irrigation District Pat Dwyer, Director/Board President Jim Abercrombie, General Manager Brian Mueller, Engineering Director (alternate)

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

* Names highlighted in red are Executive Committee members

RWA ASSOCIATES

Organization:	Representatives:
El Dorado Water Agency	Lori Parlin , Chair Rebecca Guo , General Manager
Placer County	Ken Grehm , Director Public Works and Facilities Jared Deck , Manager Environmental Engineering
Sacramento Municipal Utility District	Paul Lau , General Manager/CEO Christopher Cole , Strategic Account Advisor Chad Adair , Energy Trading and Contracts Manager
Sacramento Area Sewer District	Mike Huot , Director of Policy and Planning Jose Ramirez , Senior Civil Engineer
Sacramento Area Flood Control Agency	Richard Johnson , Executive Director
Yuba Water Agency	Adam Robin , Government Relations Manager Willie Whittlesey , General Manager

RWA AFFILIATE MEMBERS

Organization:	Representatives:
Black & Veatch	David Carlson , Vice president
Brown & Caldwell	Paul Selsky , Water Supply Planning, Vice president LaSandra Edwards , Civil Engineer May Huang , Engineer David Zuber , Vice President
CDM Smith	Lauren Sullivan , Client Service Leader - Water Services Brian Heywood, PE Principal Water Resources Engineer
GEI Consultants	John Woodling , Vice President, Branch Manager Chris Petersen , Principal Hydrogeologist Richard Shatz , Principal Hydrogeologist
HDR, Inc.	Jafar Faghieh , Water Resources Engineer Ed Winkler , Client Development Lead
Sacramento Association of Realtors	Jessica Coates , Chief Executive Officer Brian DeLisi , Chief Operations Officer
Stantec	Kari Shively , Vice President Vanessa Nishikawa , Principal Water Resources Engineer
West Yost Associates	Charles Duncan , President Abigail Madrone , Business Development Director Kelye McKinney , Engineering Manager I Jim Mulligan , Principal Engineer
Wood Rogers, Inc.	Kevin Gustorf , Vice President Sean Spaeth , Senior Hydrogeologist
Woodard & Curran	Ali Taghavi , Principal Jim Graydon , Senior Client Service Manager



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

SUBMITTED BY: Ashley Flores, CMC
Secretary PRESENTER: Brett Ewart, Chair

EXECUTIVE SUMMARY

This is an information item to provide an opportunity for the Regional Water Authority Board of Directors to recognize or hear from visitors that may be attending the meeting or to allow members of the public to address the Board of Directors 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 Board of Directors 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

SUBMITTED BY:	Ashley Flores, CMC Secretary	PRESENTER:	Jim Peifer Executive Director
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EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Board of Directors to review and consider approving the draft minutes of the regular Regional Water Authority Board Meeting of September 12, 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 actions taken 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 Board of Directors.

ATTACHMENTS

Attachment 1- Draft Meeting Minutes of the Regional Water Authority Board Meeting of September 12, 2024



Regional Water Authority
BUILDING ALLIANCES IN NORTHERN CALIFORNIA

RWA Board Meeting
Draft Minutes
September 12, 2024

1. CALL TO ORDER

Chair Ewart called the meeting of the Board of Directors to order at 9:00 a.m. the meeting location was hosted by the Fair Oaks Water District, 10326 Fair Oaks Blvd., Fair Oaks, CA, 95628. A quorum was established of 16 participating members present in person. Individuals who participated are listed below:

RWA Board Members

S. Audie Foster, California American Water
Ron Greenwood, Carmichael Water District
Caryl Sheehan, Citrus Heights Water District
Marcus Yasutake, City of Folsom
Chris Nelson, City of Lincoln
George Hanson, City of Roseville
Lisa Kaplan, City of Sacramento
Brett Ewart, City of Sacramento
Gwynne Pratt, Del Paso Manor Water District
Bruce Kamilos, Elk Grove Water District
Tom Nelson, Elk Grove Water District
Randy Marx, Fair Oaks Water District
Tom Gray, Fair Oaks Water District
Sean Twilla, Golden State Water Company
Robert Hunter, Orange Vale Water Company
Tony Firenzi, Placer County Water Agency
Michael Grinstead, Sacramento County Water Agency
Dan York, Sacramento Suburban Water District
Jay Boatwright, Sacramento Suburban Water District
Greg Zlotnick, San Juan Water District

RWA Associate Members

Rebecca Guo, General Manager, El Dorado Water Agency

RWA Affiliate Members

Vanessa Nishikawa, Principal Water Resources Engineer, Stantec

Staff Members

Jim Peifer, Ryan Ojakian, Tom Hoffart, Trevor Joseph, Amy Talbot, Raiyna Villasenor, Monica Garcia, Ashley Flores, Michelle Banonis, and Jennifer Buckman, Legal Counsel

Others in Attendance

Brian Heywood, CDM Smith; Tony Barela, Maya Werner, Rincon Consultants; Ellen Cross, Strategy Driver; Craig Locke, Sacramento Suburban Water District; Benjamin Moody, City of Yuba City; Paul Helliker; Joe DeBorba; Heriberto Cadena, FBI; and Jessica Law.

2. PUBLIC COMMENT

None.

To accommodate schedules, Chair Ewart announced to the Board of Directors that he was reordering the agenda. The Agenda Items were taken in this order 6, 3, 8, 9, 7, 4, 5, 10 and 11.

3. CONSENT CALENDAR

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

3.2 Approve Annual Review of Investment Policy 500.2 and California Employers’ Retiree Benefit Trust (CERBT) Asset Allocation Strategy

A motion to approve the Consent Calendar items as presented.

Motion/Second/Carried Director Gray moved, with a second by Director York

S. Audie Foster, California American Water; Ron Greenwood, Carmichael Water District; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Chris Nelson, City of Lincoln; George Hanson, City of Roseville; Brett Ewart, City of Sacramento; Gwynne Pratt, Del Paso Manor Water District; Tom Nelson, Elk Grove Water District; Tom Gray, Fair Oaks Water District; Sean Twilla, Golden State Water Company; Robert Hunter, Orange Vale Water Company; Tony Firenzi, Placer County Water Agency; Michael Grinstead, Sacramento County Water Agency; Dan York, Sacramento Suburban Water District; Greg Zlotnick, San Juan Water District; voted yes. Motion passes.

Ayes	16
Noes	0
Abstained	0
Absent	6

4. NEW MEMBERS

Jim Peifer, Executive Director presented this action item for the Board of Directors to approve the admission of a new affiliate member to the Regional Water Authority resulting in new annualized contributions of \$800.00.

A motion to approve the admission of CDM Smith as an Affiliate RWA member.

Motion/Second/Carried Director Gray moved, with a second by Director York

S. Audie Foster, California American Water; Ron Greenwood, Carmichael Water District; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Chris Nelson, City of Lincoln; George Hanson, City of Roseville; Brett Ewart, City of Sacramento; Gwynne Pratt, Del Paso Manor Water District; Tom Nelson, Elk Grove Water District; Tom Gray, Fair Oaks Water District; Sean Twilla, Golden State Water Company; Robert Hunter, Orange Vale Water Company; Tony Firenzi, Placer County Water Agency; Michael Grinstead, Sacramento County Water Agency; Dan York, Sacramento Suburban Water District; Greg Zlotnick, San Juan Water District; voted yes. Motion passes with a 2/3 vote.

Ayes	16
Noes	0
Abstained	0
Absent	6

5. PROPOSITION 4

Jim Peifer, Executive Director presented this action item for the Board of Directors to approve Resolution 2024-05 supporting Proposition 4 (Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024).

A motion to approve adopt Resolution 2024-05 RWA Supporting Proposition 4

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

S. Audie Foster, California American Water; Ron Greenwood, Carmichael Water District; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Chris Nelson, City of Lincoln; George Hanson, City of Roseville; Brett Ewart, City of Sacramento; Gwynne Pratt, Del Paso Manor Water District; Tom Nelson, Elk Grove Water District; Tom Gray, Fair Oaks Water District; Sean Twilla, Golden State Water Company; Robert Hunter, Orange Vale Water Company; Tony Firenzi, Placer County Water Agency; Michael Grinstead, Sacramento County Water Agency; Dan York, Sacramento Suburban Water District; Greg Zlotnick, San Juan Water District; voted yes. Motion passes

Ayes	16
Noes	0
Abstained	0
Absent	6

6. INFORMATION: CYBER SECURITY

Jim Peifer, Executive Director and FBI SSA Heriberto Cadena presented this information item for the Board of Directors to receive a presentation from the FBI on current trends and threats in Cyber Security.

7. INFORMATION: WATER USE REGULATIONS UPDATE

Amy Talbot, Regional Water Efficiency Program Manager presented this information item for the Board of Directors to receive update on the conservation regulation unanimously adopted by the California State Water Resources Control Board (State Water Board) on July 3, 2024.

8. INFORMATION: WATERSHED RESILIENCE PILOT PROJECT

Ryan Ojakian, Manager of Government Relations presented this information item for the Board of Directors to receive update on Watershed Resilience Pilot Project. The project's initial work includes establishing watershed boundaries, and planning for the initial watershed network meeting. The Department of Water Resources (DWR) has hosted or will host several workshops on the watershed resilience framework and toolkit, establishing water budgets, and equity resources.

9. INFORMATION: LEGISLATIVE AND REGULATORY UPDATE

Ryan Ojakian, Manager of Government Relations presented this information item for the Board of Directors to receive update on the legislative session. The legislative session ended at midnight on August 31st. RWA has tracked over 80 bills in the second year of this legislative session and has a position on 5 outstanding bills that have been sent to the Governor for signature. The Governor has until September 30th to take action on bills.

10. EXECUTIVE DIRECTOR'S REPORT

Executive Director Peifer provided a brief update on the Water Bank Project.

11. DIRECTORS' COMMENTS

Director Yasutake reported that the Folsom City Manager announced their retirement, a recruitment process has started.

Director Ewart reported that City of Sacramento is updating their Water Conservation Plan. What is the most economical way to meet these regulations.

Director Gray informed the group that ACWAJPIA offers Cyber Security Insurance and it is of great value to members.

Director Firenzi reported that Mike Lee is retiring from PCWA's Board of Directors. The other two Board members are incumbents and are running unopposed.

Director Grinstead reported the Sacramento County Water Agency is putting out an RFP for Water Supply Master Plan.

Director York reported two Board seats are up for reelections one is running unopposed. The other seat will be vacant and the County Board of Supervisors will appoint for Sacramento Suburban Water District. Rates are being increased for the next five years.

ADJOURNMENT

With no further business to come before the Board, Chair Ewart adjourned the meeting at 11:15 a.m.

By:

Brett Ewart, Chair

Attest:

Ashley Flores, CMC, Clerk of the Board



Topic: Revision To RWA Policy 300.4 Records Inspection, Retention, Disposal, and Storage Policy
Type: Consent Calendar
Item For: Action; Approve Revisions to Policy and Adopt Resolution 2024-06
Impact: Fiscal/Budget impact; cost savings

SUBMITTED BY: Ashley Flores, CMC
Secretary

PRESENTER: Ashley Flores, CMC
secretary

EXECUTIVE SUMMARY

This is an action item for the RWA Board of Directors to adopt the proposed revised RWA Policy 300.4 Records Inspection, Retention, Disposal, and Storage Policy. Staff has updated the records management program, including its records retention policy. The proposed revisions to the policy will result in efficiency gains and cost savings.

STAFF RECOMMENDED ACTION

Approve revisions to Policy 300.4, Exhibit A to Policy 300.4 and adopt Resolution 2024-06.

BACKGROUND

This item was brought to the RWA Executive Committee at the September 24, 2024 meeting. After a thoughtful discussion the Committee unanimously approved to recommend the revisions be brought to the Board of Directors for approval and adoption.

The Regional Water Authority produces and manages many records, and staff has determined that reducing the volume of records retained by the Authority is a necessary administrative objective. To assist in this effort, in consultation with BKS Law Firm, RWA contracted with Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program is necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

FINDING/CONCLUSION

The upgrade of the RWA records management system is driven by many factors, including:

- Very limited space in our office
- Many departments are filing and storing copies of the same records
- Escalating records storage expenses
- Technology advancements
- Changes in law and policy



Agenda Item 3.2

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the RWA.

The new retention schedules were written interactively with RWA staff and legal review by Josh Horowitz or BKS Law. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of Regional Water Authority's records. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, RWA will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

It is standard business practice for California local governments to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, and Executive Director or Designee, which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the Authority.

It is also standard business practice for California local governments to authorize updates to the schedule without further action of the Board of Directors, which is provided in Section 2 of the Resolution.

FISCAL IMPACT

RWA will realize significant savings both in labor and storage expenses, including the avoidance of future storage and/or lease costs.

ATTACHMENTS

Attachment 1 – Draft of Policy 300.4 (Clean)

Attachment 2 – Draft of Policy 300.4 (Redline)

Attachment 3 – Draft Resolution 2024-06 and Record Retention Schedules (Exhibit A)

REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Operations
Policy Title : Records Inspection, Retention, Disposal, and
Storage Policy
Policy Number : 300.4
Date Adopted : November 8, 2007
Date Amended : July 12, 2012
November 14, 2024

Records Inspection, Retention, Disposal, and Storage Policy

100.00 Purpose of the Policy

This document describes the Regional Water Authority's ("RWA") policy concerning records inspection, retention, destruction, and storage.

200.00 Inspection

It is RWA's goal and intent to fully comply with the California Public Records Act (CPRA) California Government Code section 79200 et seq. RWA directs all employees, officers and agents of RWA to fully comply with the CPRA.

200.10 Purpose and Scope

This section provides criteria for the inspection of records.

200.20 General

Public records of RWA are open to inspection during normal office hours and every person has a right to inspect these records. Employees are directed to ensure the protection of the record and must supervise any inspection to ensure records are not damaged or lost.

200.30 Definitions

All Definitions are the same as the CPRA, which is incorporated into this policy.

200.40 Exemptions

All Exemptions are the same as the CPRA, which is incorporated into this policy.

200.50 Additional Public Records

Notwithstanding the foregoing, the following are public records of RWA:

- A. Every employment contract between RWA and a public official or public employee is a public record.
- B. Documents concerning an open session item of a noticed public meeting that are provided to all or a majority of the Board or a committee.

200.60 Justification for Withholding of Records

RWA will justify withholding a record by demonstrating the record is exempt under the express provisions of Government Code section 79200 et seq. (including the records listed above in section 200.40) or by demonstrating that the public interest served by not making the record available clearly outweighs the public interest served by disclosing the record.

Written notice of intent to withhold records, stating the reasons for withholding the records and an estimated time for when RWA will furnish disclosable documents, will be provided to the person requesting the record in a manner that is compliant with the CPRA.

200.70 Copies of Records

- A. Copies will be provided in compliance with the CPRA and federal copyright laws.
- B. The charge for plain paper standard black and white letter or legal-size photocopies will be \$0.10 per page, which reflects RWA's direct copying costs. Large format documents, maps, color copies and similar specialized documents will be charged at cost, which RWA will determine and advise the requestor of and receive approval from the requestor before copying begins. Payment for all services is required at the time copies are provided, although RWA may require a deposit as provided below in subdivision (c) before beginning copying and/or sending the job to an outside copy service. In cases when RWA sends a job to an outside service, the copy service's actual charges for the job will be passed through to the requestor. A certified copy of each requested record will require an additional payment of \$3.00. No charge will be imposed for research.
- C. The RWA Executive Director may require a person who desires to obtain copies of records to deposit an amount equal to the estimated fees for copying prior to receiving the records. The portion of the deposit not required will be refunded. If the deposit is insufficient, RWA may require the requestor to pay any balance of copying charges due before any records are released.

200.80 Public Counter Records

- A. Except for related writings exempt from public disclosure, RWA Secretary will maintain a duplicate copy of the last approved Board meeting minutes and the agenda and written materials distributed to the Board for discussion or consideration at the next scheduled Board meeting. These records will be maintained at the public counter located in RWA's administrative office. Public records discussed during a public meeting but not previously available will be made available before the commencement of discussion at such meeting or as soon thereafter as practicable. Public counter records also include those documents, if any, described in subdivision (b) of Section 200.50 of this Policy.
- B. No charge will be imposed for the use or review of the records described in this section. RWA will, however, impose a copy charge if a copy of a public counter record is requested.
- C. RWA shall post on its website copies of Board and Executive Committee meeting agendas and minutes, financial data, and other key Authority documents. Requestors are encouraged to view and obtain copies of available documents by visiting RWA's website at: www.rwah2o.org.

200.90 Recording-Keeping

RWA's Finance and Administrative Services Manager will maintain a record of requests for inspection that are denied and the reasons for the denial.

300.00 Retention, Disposal and Storage

300.10 Purpose and Scope

This section provides criteria for the retention, destruction, and storage of records.

300.20 Records Retention Schedule

RWA's Records Retention Schedules are separate documents, and the most recent approved versions are incorporated into this policy.

The Records Retention Schedules shall be reviewed and updated every two years to fully comply with changes in law or business practices.

The Records Retention Schedules include the following documents / files:

- How to Use Retention Schedules
- Retention Legend
- Agency-Wide (used by all Departments)

- Administrative (Executive Director, Board Secretary)
- Finance, Payroll
- Human Resources, Risk Management
- Information Technology
- Regional Water Efficiency Program
- Technical Services
- Government Relations
- Strategic Affairs

300.40 Records Storage

All of the records referenced in this section will be maintained at RWA's Administrative office located at 2295 Gateway Oaks Drive, Suite 100, Sacramento, California 95833, or such other repository that RWA may designate from time to time. All records requests should be directed to RWA's Executive Director at 2295 Gateway Oaks Drive, Suite 100, Sacramento, California 95833.

300.50 Records Disposal

RWA's Executive Director, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any Authority record after the expiration of the applicable retention period described in the above Records Retention Schedule

Procedure:

- A. The department head completes and signs a "Request for Destruction of Obsolete Records," listing the date and description of each document to be destroyed. The department head submits the form to the Records Coordinator, who will be the Executive Director.
- B. The Records Coordinator checks the description of the documents listed on the submitted form to confirm that each record listed is:
 - 1) not required to be permanently retained, and
 - 2) has been retained for the legally required period of time.
- C. The Records Coordinator reviews the form, and if appropriate the Records Coordinator oversees the destruction of the documents, indicates the method of destruction on the form, signs the form and then files the completed and approved form.

400.00 SGA Records

Generally, records of the Sacramento Groundwater Authority ("SGA") are not records of RWA. RWA and SGA are separate public agencies that have their own governing body and JPA agreements providing for their purposes, powers, activities

and governance. Except for certain documents related to shared administrative services, RWA and SGA records are used, owned and retained only by the agency for which they were originally prepared. The fact that RWA and SGA records are stored in the same space and administered by the same staff does not transform a record created for and used and maintained by one agency into a record of the other agency. As a result, neither agency has the legal right or the obligation to disclose the records of the other agency without the consent of that agency. In cases when a member of the public submits a request for public records to RWA that might include SGA records within the scope of the request, staff will consult with the Executive Director and legal counsel to determine the appropriate response and scope of production.

SGA follows the same Records Retention Policies as RWA.

500.00 Policy Review

This policy shall be reviewed at least once every two years.

REGIONAL WATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Operations
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X.X.2024

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100.00 Purpose of the Policy

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200.00 Inspection

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200.10 Purpose and Scope

This section provides criteria for the inspection of records.

200.20 General

Public records of RWA are open to inspection during normal office hours and every person has a right to inspect these records. Employees are directed to ensure the protection of the record and must supervise any inspection to ensure records are not damaged or lost.

200.30 Definitions

All Definitions are the same as the CPRA, which is incorporated into this policy. As used in this section:

a. "Public Records" includes any writing containing information relating to the conduct of public business prepared, owned, used, or retained by RWA.

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~~regardless of physical form or characteristics and which is not otherwise exempt from disclosure in accordance with applicable laws.~~

b. ~~“Writing” means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. A~~

~~Writing does not include a compilation of writings that was not created in the normal course of business.~~

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200.40 Exemptions

All Exemptions are the same as the CPRA, which is incorporated into this policy.

Nothing in this section requires disclosure of the following records:

- a. ~~Preliminary drafts, notes, or intra- or inter-agency memoranda not retained by RWA in the ordinary course of business, if the public interest in withholding such records clearly outweighs the public interest in disclosure;~~
- b. ~~Records pertaining to pending litigation in which RWA is a party or to claims made pursuant to Division 3.6 (Commencing with Section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled;~~
- c. ~~Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;~~
- d. ~~Geological and geophysical data, plant production data, and similar information relating to utility systems development obtained in confidence from any person;~~
- e. ~~Test questions, scoring keys, and other examination data used to administer examinations for employment;~~
- f. ~~The contents of real estate appraisals, engineering or feasibility estimates and evaluations made for or by RWA relative to the acquisition of property, or to prospective supply and construction contracts, until such time as the property has been acquired or the contract agreement has been obtained. The law of eminent domain will not be affected by this provision;~~
- g. ~~Records exempted or prohibited from disclosure pursuant to provisions of Federal or State Law, including, but not limited to, provisions of the Evidence Code relating to privilege;~~
- h. ~~Data, plans, drawings, schematics, manuals and other documents related to the security and protection of members' water supplies;~~
- i. ~~Private information pertaining to any director, employee or customer of a member agency that is explicitly exempt under Government Code sections 6254 and 6254.16 or that may be exempt because of personal~~

~~safety or privacy concerns under Government Code section 6255,
including without limitation personal identifying information and private~~

~~data such as social security numbers, confidential personnel and financial records, and members' water use data;~~

~~j. Other records the disclosure of which is not required by law; and~~

~~k. Computer software developed by or for RWA for internal use and not otherwise made available to the public except by selling, leasing or licensing such software for commercial or non-commercial use. Such proprietary computer software developed by RWA may include computer mapping systems, computer programs, and computer graphics systems.~~

200.50 Additional Public Records

Notwithstanding the foregoing, the following are public records of RWA:

~~A. Every employment contract between RWA and a public official or public employee is a public record.~~

~~A.~~

~~A. Documents concerning an open session item of a noticed public meeting that are provided to all or a majority of the Board or a committee less than 72 hours before that meeting.~~

~~B.~~

200.60 Justification for Withholding of Records

RWA will justify withholding a record by demonstrating the record is exempt under the express provisions of Government Code section 79200 et seq. 6254 (including the records listed above in section 200.40) or by demonstrating that the public interest served by not making the record available clearly outweighs the public interest served by disclosing the record.

~~Written notice of intent to withhold records, stating the reasons for withholding the records and an estimated time for when RWA will furnish disclosable documents, will be provided to the person requesting the record in a manner that is compliant with the CPRA within ten days of the request for inspection (or such later date designated by RWA upon written notice) as required by Government Code sections 6253, subdivision (c) and 6255, subdivision (b).~~

200.70 Copies of Records

~~a. A person may obtain copies of identifiable records, preferably by written request on RWA's request form, although verbal requests are acceptable. The RWA Secretary is the custodian of RWA's records and will provide the requestor with copies of all requested records unless a record is in electronic form or in a specialized format, in which case RWA will provide the most accurate copy possible within the limits of available technology and the requestor's~~

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~~instructions and willingness to pay the appropriate costs to retrieve and reproduce copies of such non-standard records. Nothing in this Policy or in the Public Records Act requires the District to provide copies of electronic documents in their native format~~

~~when a paper copy would provide a sufficiently accurate reproduction of the contents of the document and ensure the security and integrity of the original record. Officers, agents and employees of RWA are not required to request records in compliance with this section when acting within the course and scope of employment or when holding office. If RWA is unable to provide requested copies within ten days of the request, it will advise the requestor in writing of the date when the record will be provided.~~

~~A. Copies will be provided in compliance with the CPRA and federal copyright laws.~~

~~B. The charge for plain paper standard black and white letter or legal size legal size photocopies will be \$0.10 per page, which reflects RWA's direct copying costs. Large format documents, maps, color copies and similar specialized documents will be charged at cost, which RWA will determine and advise the requestor of and receive approval from the requestor before copying begins. Payment for all services is required at the time copies are provided, although RWA may require a deposit as provided below in subdivision (c) before beginning copying and/or sending the job to an outside copy service. In cases when RWA sends a job to an outside service, the copy service's actual charges for the job will be passed through to the requestor. A certified copy of each requested record will require an additional payment of \$3.00. No charge will be imposed for research.~~

~~C. The RWA Secretary-Executive Director may require a person who desires to obtain copies of records to deposit an amount equal to the estimated fees for copying prior to receiving the records. The portion of the deposit not required will be refunded. If the deposit is insufficient, RWA may require the requestor to pay any balance of copying charges due before any records are released.~~

~~G.~~

200.80 Public Counter Records

- a. Except for related writings exempt from public disclosure, RWA Secretary will maintain a duplicate copy of the last approved Board meeting minutes and the agenda and written materials distributed to the Board for discussion or consideration at the next scheduled Board meeting. These records will be maintained at the public counter located in RWA's administrative office. Public records discussed during a public meeting but not previously available will be made available before the commencement of discussion at such meeting or as soon thereafter as practicable. Public counter records also include those documents, if any,

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described in subdivision (b) of Section 200.50 of this Policy.

- b. No charge will be imposed for the use or review of the records described in this section. RWA will, however, impose a copy charge if a copy of a public counter record is requested.
- c. RWA ~~may shall~~ post on its website copies of ~~certain public counter records, archived~~ Board and Executive Committee meeting agendas and minutes, financial data, and other key Authority documents. Requestors are encouraged to view and obtain copies of available documents by visiting RWA's website at: www.rwah2o.org.

200.90 Recording-Keeping

RWA's Finance and Administrative Services ~~Officer-Manager~~ will maintain a record of requests for inspection that are denied and the reasons for the denial.

300.00 Retention, Disposal and Storage

300.10 Purpose and Scope

This section provides criteria for the retention, destruction, and storage of records.

300.20 Records Retention Schedule

[RWA's Records Retention Schedules are separate documents, and the most recent approved versions are incorporated into this policy.](#)

[The Records Retention Schedules shall be reviewed and updated every two years to fully comply with changes in law or business practices.](#)

[The Records Retention Schedules include the following documents / files:](#)

- [How to Use Retention Schedules](#)
- [Retention Legend](#)
- [Agency-Wide \(used by all Departments\)](#)
- [Administrative \(Executive Director, Board Secretary\)](#)
- [Finance, Payroll](#)
- [Human Resources, Risk Management](#)
- [Information Technology](#)
- [Regional Water Efficiency Program](#)

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- Technical Services
- Government Relations
- Strategic Affairs

This is RWA's Records Retention Schedule, which was adopted by the Board of Directors by Resolution 07-04 in accordance with Government Code sections 12236 and 60201, subdivision (b)(2), and as may be amended from time to time. As provided by California law, RWA will retain, store and dispose of its records in accordance with this schedule and the requirements and procedures set forth in this policy.

R = Legally required retention period.

Until Converted = until converted to "Other Storage Medium Retention Period."

<u>Title</u>	<u>Original Form Minimum Retention Period</u>	<u>Other Storage Medium¹ Minimum Retention Period</u>
<u>Administration:</u>		
Correspondence	3 years	10 years
Policy and Procedures	7 years after cancellation	10 years
Formation/accreditation	Permanent Until Converted	Permanent R
<hr/>		
¹ Microfiche, microfilm, computer disk or other permanent record in compliance with Government Code section 60203 (a) and (b).		
Oaths of office/ballots/other official materials related to election or appointment of directors and officers	Term of Office + 7 years R	10 Years
Filings with Secretary of State	Permanent Until Converted	Permanent R
Work Orders/ Time Sheets	3 years	None
Form 700 Statements of Economic Interests	7 years after filing R	None
<u>Board of Directors:</u>		
Agendas	3 years	10 years
Meeting Notices	3 years	10 years
Staff Reports	3 years	10 years

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Board meeting minutes	Permanent Until Converted	Permanent R
Ordinances and Resolutions	Permanent	Permanent R
Conflict of Interest Code	Current + 3 years R	10 years
Board policies and procedures	Current + 3 years	10 years
<u>Committees:</u>		
Agendas	3 years	10 years
Meeting notices	3 years	10 years
Minutes	Permanent Until Converted	Permanent R
Reports	3 years	10 years
<u>Contracts:</u>		
Agreements and contracts	7 years following end of contract R	10 years
Requests for proposal and request for qualifications	Contract Termination + 5 years	None
Responses to requests for proposal and requests for qualifications	Contract Termination + 5 years R , but only for two years for all unaccepted proposals	None
<u>Financial:</u>		
<u>Accounts payable</u>	All categories below—Audit + 2 years	7 years
Correspondence		
A/P ledger/distribution journal		
Cash disbursements		
Payroll/stipend payments	R	
Petty cash reports		
Expense reports	R	
Invoices	R	
Purchase orders	R	
Warrants	R	
<u>Accounts Receivable</u>	All categories below—Audit + 2 years	7 years
A/R register		
Aged trial balance		
Invoices		
<u>Audit Reporting</u>	All categories below—Audit + 2 years	7 Years
Correspondence		
Reports		
State Controller's report		

Work papers		
<u>Banking</u>	All categories below—Audit + 2 years	7 years
Correspondence		
Bank confirmations		
Bank reconciliations		
Bank statements		
Canceled and voided checks		
Deposit slips		
Signature authorization		
<u>Financial Reporting</u>	All categories below—2 years	7 years
Correspondence		
Reports and studies		
Charts of accounts		
Treasurer's reports		
Accountant reports		
<u>Ledgers</u>	All categories below—Audit + 2 years	7 years
Account analysis		
Balance sheets		
General ledger		
Journal entries		
<u>Annual Budgets</u>	2 years	7 years
<u>Securities</u>		
Acquisition of securities	Until sold + 4 years	10 years
Annual statements	Until sold + 4 years	10 years
Broker/ bank receipts	4 years	10 years
Periodic statements	4 years	10 years
<u>Personal Property</u>		
Inventory		
Maintenance and inspection logs	Current + 4 years	None
Computer licenses and documentation	4 years	None
	Expiration/obsolescence	None
<u>Insurance:</u>		
Memoranda of coverage	Expiration + 5 years	10 years
Insurance policies	Expiration + 5 years	10 years
Endorsements	Expiration + 5 years	10 years
Certificates of insurance	Expiration + 5 years	10 years
Coverage opinions	Expiration + 5 years	10 years
Surety/Fidelity Bonds	Expiration + 5 years	10 years

Legal:

General correspondence	3 years	10 years
Attorney correspondence	3 years	10 years
Claims and claims records	2 years after close of claim R, but only for two years	10 Years (rejection letters, settlement agreements and releases only)
Minor's claims	2 years from age of 18 R	10 Years (rejection letters, settlement agreements and releases only)
Litigation	2 years after litigation concludes R	10 Years (judgments, settlement agreements and releases only)
Opinions	7 years	10 Years

Membership:

Membership records	7 years, Until Converted	10 Years
Program participation agreements	10 Years	10 Years
Appointment resolutions/letters	7 years Until Converted	10 Years

Personnel:

Personnel files	Termination + 5 years	10 years
Job descriptions	Current + 2 years	None
Time sheets	Current + 4 years	None
Call reports and logs	Current + 4 years	None
Employment Agreements	Expiration + 4 years R	7 Years
Job advertisements and applications	2 years	None
I-9s and employment eligibility	3 years after hire or 1 year after termination, whichever is later	None

Real Property:

Deeds and other documents related to real property interests Permanent, Until Converted Permanent **R**

Miscellaneous:

Other records Board or Executive Director determines to be of significant and lasting historical, administrative, financial, legal or research value Permanent, Until Converted Permanent

Records not prepared by or received from a state or federal agency nor required to be maintained for a specified period pursuant to state or federal law 2 years None

Other records prepared or received pursuant to state or federal law, but not expressly required to be maintained 3 years 10 years

Board meeting tape recordings After Approval of Minutes by Board or 30 days, whichever is later **R**, if Authority chooses to record None

300.30 — Retention of Other Records

a. ~~RWA must retain the following records, regardless of any different destruction policy or schedule as to any identified record or records specified in the records retention schedule set forth in section 2.2 above:~~

i. ~~Any record of RWA that is the subject of a pending request made under the California Public Records Act, Government Code sections 6250 through 6276.48, until RWA has either (A) complied with the request or (B) waited at least two years after the record was withheld and written notice denying the request was provided to the requestor; **R**~~

ii. ~~Documents related to public works not accepted by RWA or to which a stop notice claim may be legally presented; **R**~~

iii. ~~Documents related to any non-discharged Authority debt; **R**~~

iv. ~~Any document that has not yet fulfilled the administrative, fiscal, or legal purpose for which it was created or received by RWA; and **R**~~

- v. ~~Any records required to be retained due to pending litigation, until the judgment is final. R~~
- b. ~~RWA may dispose of the following records at any time, without maintenance of a copy:~~
 - i. ~~Duplicates, the original or a permanent photographic record of which is on file;~~
 - ii. ~~Rough drafts, notes and working papers prepared or kept by any employee or accumulated in the preparation of a communication, study or other document, unless of a formal nature contributing significantly to the preparation of the document;~~
 - iii. ~~Shorthand notebooks, telephone messages and inter-departmental notes;~~
 - iv. ~~E-mails deleted and not maintained as RWA records in accordance with the Board's adopted Electronic Mail Management and Retention Policy, or any amended or successor policy.~~

300.40 Records Storage

All of the records referenced in this section will be maintained at RWA's Administrative office located at ~~5620 Birdcage Street~~2295 Gateway Oaks Drive, Suite ~~180~~100, ~~Citrus Heights~~Sacramento, California ~~95640~~95833, or such other repository that RWA may designate from time to time. All records requests should be directed to RWA's ~~administrative office~~Executive Director at ~~5620 Birdcage Street~~2295 Gateway Oaks Drive, Suite ~~100~~, Suite ~~180~~, ~~Citrus Heights~~Sacramento, California ~~95640~~95833.

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300.50 Records Disposal

RWA's Executive Director, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any Authority record after the expiration of the applicable retention period described in the above Records Retention Schedule.

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Procedure:

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A. The department head completes and signs a "Request for Destruction of Obsolete Records," listing the date and description of each document to be destroyed. The department head submits the form to the Records Coordinator, who will be the Executive Director.

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B. The Records Coordinator checks the description of the documents listed on the submitted form to confirm that each document record listed is:

1) not required to be permanently retained, ~~and~~

_____ has been retained for the legally required period of time.

2) _____

C. The Records Coordinator reviews the form, and if appropriate the Records Coordinator oversees the destruction of the documents, indicates the method of destruction on the form, signs the form and then files the completed and approved form.

400.00 SGA Records

Generally, records of the Sacramento Groundwater Authority ("SGA") are not records of RWA. RWA and SGA are separate public agencies that have their own governing body and JPA agreements providing for their purposes, powers, activities and governance. Except for certain documents related to_

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shared administrative services, RWA and SGA records are used, owned and retained only by the agency for which they were originally prepared. The fact that RWA and SGA records are stored in the same space and administered by the same staff does not transform a record created for and used and maintained by one agency into a record of the other agency. As a result, neither agency has the legal right or the obligation to disclose the records of the other agency without the consent of that agency. In cases when a member of the public submits a request for public records to RWA that might include SGA records within the scope of the request, staff will consult with the Executive Director and legal counsel to determine the appropriate response and scope of production.

[—SGA follows the same Records Retention Policies as RWA.](#)

500.00 Policy Review

This policy shall be reviewed at least once every ~~four~~ two years.

RESOLUTION NO. 2024-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REGIONAL WATER AUTHORITY
ADOPTING AN UPDATED RECORDS MANAGEMENT POLICY AND RECORDS
RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN
AUTHORITY RECORDS**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and, except for those records for which a permanent copy must be kept in paper or electronic form, is not necessary after a certain period of time for the effective and efficient operation of the Regional Water Authority (RWA);

WHEREAS, RWA has not updated its records management policy, Policy No. 300.4, since 2012 and staff has determined that it is necessary to update the policy to address changes in the law and to make RWA's records management system more cost- and time-efficient;

WHEREAS, it is in the members' best interest to reduce RWA's costs for managing and storing documents while, at the same time ensuring that RWA preserves those records that are required to conduct Authority business; and

WHEREAS, the term "records" as used herein shall include all documents, instructions, books, microforms, electronic files, magnetic tape, optical media, and papers as defined by the California Public Records Act, Government Code sections 7920 and following.

THEREFORE, BE IT RESOLVED by the Board of Directors of the Regional Water Authority as follows:

1. RWA Policy Number 300.4, RWA's Records Inspection, Retention, Disposal, and Storage Policy, is hereby approved in its updated form as presented at this meeting and attached to this resolution as Exhibit A, and the Executive Director and their designees are directed to implement the updated policy.
2. The records of the Regional Water Authority, as set forth in the Records Retention Schedules attached to Exhibit A and incorporated herein by this reference, are hereby authorized to be provided for public inspection, retained, stored, and destroyed in accordance with the provisions of the schedules. Records permitted to be disposed of at the end of a term stated in the schedules may be destroyed upon the request of a Department Head and with the consent in writing of the Executive Director or Designee without further action by the Board of Directors of the Regional Water Authority.
3. With the consent of the Executive Director or Designee, staff is authorized to update the Records Retention Schedules as required by law or deemed advisable by counsel

or other qualified advisor, and to replace any amended schedules within the Policy without further action by the Board of Directors of the Regional Water Authority.

4. This resolution shall become effective immediately upon its passage and adoption and will remain effective unless repealed or superseded.

PASSED and APPROVED by the Regional Water Authority Board of Directors on November 14, 2024.

By:

Brett Ewart, Chair

Attest:

Ashley Flores, CMC, Clerk of the Board

CERTIFICATION

I, Ashley Flores, Regional Water Authority Board Secretary, do hereby certify that the foregoing Resolution 2024-06 was duly and regularly adopted by the Board of Directors of the Regional Water Authority at the regular meeting held on November 14, 2024 by the following vote of the Board:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Ashley Flores, CMC
Clerk of the Board

Exhibit A

**REGIONAL WATER AUTHORITY
RECORDS RETENTION SCHEDULE**

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: AGENCYWIDE, DEPARTMENTS & DIVISIONS

The Agency-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the Agency-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the Agency with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the Agency
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the Agency Clerk.

• AUTHORIZATION TO DESTROY RECORDS:

Destruction of an original record that has exceeded its retention period must be authorized according to Agency Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for the Board of Directors meeting (then it is the Agency Clerk.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Electronic Document Naming Convention: The Agency’s standard for naming electronic records

Legend for legal citations (§: Section)

CC: Civil Code (CA)

CFC: California Fire Code

EVC: Evidence Code (CA)

FTB: Franchise Tax Board (CA)

HUD: Housing & Urban Develop. (US)

PC: Penal Code (CA)

UFC: Uniform Fire Code

W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)

CCP: Code of Civil Procedure (CA)

CFR: Code of Federal Regulations (US)

FA: Food & Agriculture Code

GC: Government Code (CA)

LC: Labor Code (CA)

PRC Public Resources Code

USC: United States Code (US)

CBC: California Building Code

CCR: California Code of Regulations (CA)

EC: Elections Code (CA)

FC: Family Code (CA)

H&S: Health & Safety Code (CA)

Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)

R&T: Revenue & Taxation Code (CA)

VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>Retentions apply to the "Lead Dept"; Use Agency-Wide together with Department schedules</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
AGENCY-WIDE (Used by All Departments)					
Lead Dept.	AW-001	Agreements & Contracts - ADMINISTRATIVE RECORDS (All Contracts) (Correspondence, insurance certificates. RFP, Successful Bid or Proposal, etc.)	Completion + 10 years	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, CCP §§336(a), 337 et. seq., No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Executive Director / Board Secretary	AW-002	Agreements & Contracts Amendments, Change Orders, Task Orders (originals) - INFRASTRUCTURE / JPAs, MOUs, WATER	Send all Originals to Executive Director / Board Secretary	Departments should retain copies only; No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Executive Director / Board Secretary	AW-003	Agreements & Contracts Amendments, Change Orders, Task Orders (originals) - PROFESSIONAL SERVICES, CONSULTING (where Errors & Omissions or Professional Liability Insurance required)	Send all Originals to Executive Director / Board Secretary	Departments should retain copies only; No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Executive Director / Board Secretary	AW-004	Agreements & Contracts, Amendments, Change Orders, Task Orders (originals) - CUSTODIAL, LEASES, MAINTENANCE (where Errors & Omissions or Professional Liability Insurance is NOT applicable)	Send all Originals to Executive Director / Board Secretary	Departments should retain copies only; No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Lead Dept.	AW-005	Association Records (external associations - e.g., ACWA, etc.)	When No Longer Required	Non-records; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-006	Bids, Unsuccessful / Proposals, Unsuccessful	2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-007	Clippings / Newspaper Clippings	When No Longer Required	Non-records; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>Retentions apply to the "Lead Dept"; Use Agency-Wide together with Department schedules</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
HOLDS: <i>Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Lead Dept.	AW-008	Committees, Task Forces, Associations, Commissions, & Boards: External Organizations (e.g. Association of California Water Agencies, etc.)	When No Longer Required	Non-records	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-009	Copies or duplicates of any record	Copies - When No Longer Required	No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Dept. that Authors Document or Receives the Agency's Original Document	AW-010	Correspondence - Routine (Content relates in a substantive way to the conduct of the public's business) (e .g. Administrative, Chronological, Communications, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases	Minimum 2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>Retentions apply to the "Lead Dept"; Use Agency-Wide together with Department schedules</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Dept. that Authors Document or Receives the Agency's Original Document	AW-011	<p>Correspondence - TRANSITORY / PRELIMINARY DRAFTS, Interagency and Intraagency Memoranda not retained in the ordinary course of business</p> <p>Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference</p> <p>(e.g. calendars, checklists, e-mail, social media posting, invitations, instant messaging, logs, mailing lists, meeting room registrations, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)</p>	When No Longer Required	<p>Electronic and paper records are filed and retained based upon their CONTENT. E-mails, electronic records, or social media postings where either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference are saved by printing them out and placing them in a file folder, or saving them electronically. If not mentioned here, consult the Attorney to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017</p>	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-012	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required	No mandated retention,	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-013	<p>Grants (SUCCESSFUL - all records, including FEMA or OES claims (Federal Emergency Management Agency or Office of Emergency Services Claims)</p> <p>Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records</p>	After Funding Agency Audit, if required - Minimum 5 years	<p>Agency Preference; Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502; OMB Circular A-110 & A-133; GC §8546.7</p>	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>Retentions apply to the "Lead Dept"; Use Agency-Wide together with Department schedules</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Lead Dept.	AW-014	Grants: UNSUCCESSFUL (Applications, Correspondence, etc.)	2 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-015	Photographs, Videos (other than Board Meetings)	When No Longer Required	Preliminary drafts (the document that the photograph is used in is the final); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Authoring Dept.	AW-016	Reference Materials: Brochures, Manuals, Newsletters, Manuals & Reports: Produced by YOUR Department	Minimum of Superseded + 2 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-017	Reports and Studies / Technical Reports & Studies	P	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-018	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES Human Resources retains all mandated training (Ethics, Harassment Prevention, Safety, etc.)	5 years	Department preference; Ethics Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960,, 53235.2(b), 53237.2(b)	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: EXECUTIVE DIRECTOR & BOARD SECRETARY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
EXECUTIVE DIRECTOR					
Executive Director	ED-001	Projects & Issues - Records with Substantive Content (Issues and/or projects will vary over time)	Minimum 2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
EXECUTIVE DIRECTOR / SECRETARY OF THE BOARD					
Executive Director / Board Secretary+8: 28	ED-002	Agendas, Agenda Packets, Agenda Staff Reports - Executive Committee	10 years	Agency preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-003	Agendas, Agenda Packets, Agenda Staff Reports - Subcommittees (Ad-Hoc Subcommittees and Standing Subcommittees)	2 years	Agency preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	AW-001	Agreements & Contracts (originals) - INFRASTRUCTURE / JPAs, MOUs, Water Supply and Conveyance	P	Department Preference for emergency response; Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Statute of Limitations: CCP §§336(a), 337 et. seq., No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Lead Dept.	AW-002	Agreements & Contracts (originals) - PROFESSIONAL SERVICES, CONSULTING (where Errors & Omissions or Professional Liability Insurance required)	Completion + 10 years	Department Preference; Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Statute of Limitations: CCP §§336(a), 337 et. seq., No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Lead Dept.	AW-003	Agreements & Contracts (originals) - CUSTODIAL, LEASES, MAINTENANCE (where Errors & Omissions or Professional Liability Insurance is NOT applicable)	Completion + 5 years	Department Preference; Errors & Omissions is not applicable; CCP §§336(a), 337 et. seq., No mandated retention	Vendor Name – Project Desc. – yyyy-mm-dd
Executive Director / Board Secretary	ED-004	Board of Directors: Appointments (Letters or Resolutions from Member Agencies)	10 years	Agency preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: EXECUTIVE DIRECTOR & BOARD SECRETARY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
Executive Director / Board Secretary	ED-006	Conflict of Interest Code (Adopted by Resolution)	P	No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-007	Elections: Correspondence, Notifications & Publications, Certificate of Election, etc.	4 years	Agency preference (historical purposes); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-008	Elections: Oath of Office for Board of Directors	Expiration of Term + 4 years	Agency preference; Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507,; PC §§801.5, 803(c); 29 USC 1113	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-009	Ethics Training Certificates for Board of Directors	5 years	GC §53235.2(b)	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-010	FPPC 700 Series Forms (Statement of Economic Interests): DESIGNATED EMPLOYEES & CONSULTANTS (specified in the Agency's Conflict of Interest code)	7 years	Agency maintains original statements; GC §81009(e)&(g)	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-011	FPPC 700 Series Forms (Statement of Economic Interests): PUBLIC OFFICIALS (elected & not elected. Includes Agency Board Members, Executive Director)	7 years	Agency preference (only required for 4 years); GC §81009(f)&(g)	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-012	FPPC Form 801 through FPPC Form 806	7 years	Must post on website; GC §81009(e)	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-013	Historical Records / Articles of Incorporation, etc.	P	Agency Secretary Determines Historical Significance; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: EXECUTIVE DIRECTOR & BOARD SECRETARY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
Executive Director / Board Secretary	ED-014	Minutes: Committees	2 years	No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-015	Minutes: Agency Board of Directors	P	No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-016	Notices: Affidavits of Postings and Publications	2 years	Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1)	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-017	Ordinances / Regulations / Resolutions	P	No mandated retention et. seq.	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-018	Public Records Act Requests	2 years	Agency Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-015	Real Property: Deeds, Easements, Rights of Way, etc.	P	No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-019	Recordings: Audio or Video Recordings of Agency Board meetings	1 year	Agency Preference; Legally required for 90 days for Video, 30 days for audio; GC §§54953.5(b), 53161, et seq.	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-020	Records Destruction Authorization Forms and Lists	10 years	Agency Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

**RECORDS RETENTION SCHEDULE: EXECUTIVE DIRECTOR &
BOARD SECRETARY**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
Executive Director / Board Secretary	ED-021	Records Retention Schedules and Amendments	10 years	Agency Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Executive Director / Board Secretary	ED-022	Secretary of State Statement of Facts / Registry of Public Officials	1 year	Agency preference; No mandated retention et. seq.	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
FINANCE / GENERAL ACCOUNTING					
Finance / General Accounting	FN-001	_Financial System Database / ERP Database (Sage)	Indefinite- Minimum 7 years	To be consistent with Accounts Payable; no mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-002	1099's 1096's, DE542 (Calif. Report of Independent Contractors)	5 years	Meets municipal government auditing standards; IRS: 4 years after tax is due or paid Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, 29 USC 436	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-003	Accounts Payable Source Records / Invoices & Receivers / Check Requests / Employee Credit Card Statements / Travel Expense Reimbursement Reports / Vehicle Mileage Reimbursement / Purchase Orders	7 years	To ensure all Grant Audits are successful passed; Meets municipal government auditing standards; IRS: 4 years after tax is due or paid Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, 29 USC 436	yy-yy#### (auto assigned from Financial Database)
Finance / General Accounting	FN-004	Accounts Receivable / Member Fees, Grant Income, etc.	5 years	Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-005	Audit Annual Reports / Audited Financial Statements / Annual Comprehensive Financial Report (ACFR) with Audit Management Letters / Audit Reports	P	Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-006	Audit Work Papers (Finals) Includes Depreciation Schedules, Deferred Compensation Statements	When No Longer Required	Preliminary Drafts; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-007	Audits - Single Audits / Grant Audits / Internal Audits, etc.	5 years	Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-008	Bank Statements / Checking Account Reconciliation / Fiscal Agent Statements, Trustee Statements, Investment Account Statements, etc.	5 years	Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-009	Budgets: Adopted	5 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-010	Budgets: Proposed, Work Papers, Drafts, etc.	When No Longer Required	Department Preference; Preliminary drafts; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
Finance / General Accounting	FN-011	Check Copies / Cancelled Checks (retained at bank)	7 years	Statute of Limitations is 4 years; Meets municipal government auditing standards; No mandated retention, CCP § 337	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-012	Financial Reports: Ledgers, General Ledger, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments, Edit Lists, (MONTHLY OR PERIODIC REPORTS)	When No Longer Required	Draft / Preliminary documents - Financial system can accurately re-create reports; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-013	Fixed Asset Inventory	5 years	Department Preference; Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-014	Fixed Assets Disposal, Sale, or Auction	5 years	Department Preference; Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-015	Fund Transfers / Wire Transfers / Adjustments	5 years	Department Preference; Meets municipal government auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-016	Securities / Investment Reports or Statements / Transactions, LAIF (Local Agency Investment Fund)	5 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-017	Journal Entries / Journal Vouchers	7 years	Department Preference; Consistent with Accounts Payable; Statute of Limitations is 4 years; No mandated retention, CCP §337	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-018	State Reports: State Controllers Report	5 years	Agency Preference; Meets auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / General Accounting	FN-019	W-9's	Vendor Inactive + 3 years	Meets IRS auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
PAYROLL					
Finance / Payroll	FN-020	_Payroll Database / ERP Database (ADP)	Indefinite- Minimum 5 years	To be consistent with Accounts Payable; no mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-021	Check Copies / Cancelled Checks (retained at bank)	5 years	No mandated retention, CCP § 337	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
Finance / Payroll	FN-022	DE-6 & 941 Forms DE-6 & 941 Forms, DE-7, DE-9 DE-43, W-3, & DE-166, IRS 5500 Forms (Employee Benefit Plans) - Quarterly Payroll Tax Returns	5 years	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-023	Garnishments	Fully Satisfied or Separated + 2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-024	Leave Slips	When No Longer Required	Preliminary Drafts; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-025	Payroll Registers / Bi-Weekly Payroll Reports .	5 years	Department preference to ensure all grant audits are successful (Meets Municipal Government auditing Standards); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-026	Retiree Medical Payments / OPEB (Other Post-Employment Benefits) Accounting Files	Employee No Longer Receiving Benefits + 2 years	Department preference (Human Resources retains Administration Files); GC §§12946, 12960	
Finance / Payroll	FN-027	Timesheets / Timecards / Timekeeping Database	5 years	Department preference to ensure all grant audits are successful 29 CFR 516.5 & 516.6(c); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d)	Main Project – Detailed Topic – yyyy-mm-dd
Finance / Payroll	FN-028	W-2's	5 years	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: GOVERNMENT RELATIONS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
GOVERNMENT RELATIONS					
Government Relations	GR-001	Correspondence Supporting or Opposing Proposed Legislation	Minimum 5 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Government Relations	GR-002	Meetings with Other Agencies, Tours	2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Government Relations	GR-003	Monthly Meetings	Minimum 5 years	District Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Government Relations	GR-004	Op Eds (Opinion Pieces, Editorials)	Minimum 5 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Lead Dept.	GR-005	Press Releases	2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
HUMAN RESOURCES					
Human Resources	HR-001	Benefit Contracts & Benefit Plans / Insurance Policies (Health, Dental, Deferred Compensation, Pension, etc.)	Plan Termination + 2 years	EEOC / ADEA (Age) requires 1 year after benefit plan termination; State Law requires 2 years after action; 9 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-002	COVID-19 Notifications to Employees	3 years	LC §6409.6(k); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-003	Deferred Compensation Reports for the Agency	7 years	Department preference (Meets Municipal Government auditing Standards); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-004	DMV Pull Notices	When Superseded, or Upon Separation of Employee	Agency preference (DMV record that the Agency considers a non-record used for reference) No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-005	Employment Verifications	When No Longer Required	Not Agency records; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-006	Grievances / Investigations / Affirmative Action Complaints - California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH) or Equal Opportunity Commission (EEOC)	Separation + 3 years	Department preference (same as the Personnel File); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 2 CCR 11013(c); GC §§12946, 12960,	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-007	I-9s	Separation + 3 years	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960,	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Human Resources	HR-008	Job Descriptions	Superseded + 3 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-009	Personnel Files - Medical File (Includes pre-employment physicals, medical leaves, etc.)	Separation + 30 years	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960,; LC §1198.5	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-010	Personnel Files - Official Personnel file (Includes Application, Awards, Benefit Enrollments, Backgrounds, Disciplinary Actions, Certifications, Commendations, Oaths / Disaster Service Workers Oaths, Evaluations, Grievances, Personnel Action Forms, Policy acknowledgements, Training Certificates (Ethics / Harassment Prevention, JPIA / Safety Required) W-4s, etc. - Excludes Medical Records)	Separation + 6 years	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; IRS Regulation for W-4's 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later; 26 CFR 31.6001-1; 29 CFR 1602.14, 1602.31 & 1627.3(b)(ii); GC §§12946, 12960, 53235.2(b), 53237.2(b),; 29 USC 1113; GC §3105, LC §1198.5	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-011	Recruitment Files / Applications for Employment / : Solicited (Not Hired) (Includes Applications (Unsuccessful), Advertisements, Interview Notes, Job Brochures, Test Data, Rating Sheets, Questions, Eligibility Lists, Reference Checks, etc.)	4 years After Hiring Decision	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq., 2 CCR 11013(c); GC §§12946, 12960,	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Human Resources	HR-012	Retiree Medical Administration / OPEB (Other Post-Employment Benefits) Accounting Files	Employee No Longer Receiving Benefits + 2 years	Department preference; GC §§12946, 12960	
Human Resources	HR-013	Salary Surveys / Classification or Compensation Studies	10 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-014	State Reports: Local Government Compensation Report, etc.	5 years	Agency Preference; Meets auditing standards; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-015	Training: ALL COURSE RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES Human Resources retains all mandated training (Ethics, Harassment Prevention, Safety, etc.	5 years	Department preference; Ethics Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960,, 53235.2(b), 53237.2(b)	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-016	Training: ALL HUMAN RESOURCES RECORDS / SYLLABUS, AND ROSTER OF ATTENDEES, Harassment Prevention training, etc.	7 years	Department preference; Ethics Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946,, 53235.2(b), 53237.2(b)	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Human Resources	HR-017	Training: Target Solutions / Vector Solutions Database	Indefinite - Minimum 5 years	Department preference; Ethics Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960,, 53235.2(b), 53237.2(b)	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources	HR-018	Worker's Compensation Claims Files, including Accident Reports, Applicable SDS / MSDS, etc.	Whichever is Longer: Separation + 30 years, or Termination of Benefits + 5 years, or Death of Employee + 5 years	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR 10102; 8 CCR 15400.2, 8 CCR 5144, 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020, GC §§12946, 12960,, CCP §337 et seq.	Main Project – Detailed Topic – yyyy-mm-dd
RISK MANAGEMENT					
Human Resources / Risk Manag.	HR-019	Claims - Public Injury, Property Damage	Final Resolution + 5 years	Department Preference; Meets municipal government auditing standards; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, (d)(4)	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources / Risk Manag.	HR-020	Illness and Injury Prevention Program	Minimum of Superseded + 5 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources / Risk Manag.	HR-021	Insurance Policies - Predecessor Agencies (SNAGMA, SANWA)	Expiration + 2 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>					
Human Resources / Risk Manag.	HR-022	Loss Runs - JPIA, etc.	When No Longer Required	Department Preference (JPIA can provide history when required); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Human Resources / Risk Manag.	HR-023	OSHA Log 200, 300, 300A, 301, etc.	5 years	Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; ; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33;No mandated retention; LC §6429c	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>If the record is not listed here, refer of the Retention for Agency-Wide Standards.</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed</i>				
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (r</i>				
INFORMATION TECHNOLOGY				
Information Technology	IT-001	Backups (Computer Disaster Recovery Backups)	When No Longer Required	Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; No mandated retention
Information Technology	IT-002	Network Configuration Maps & Plans	When No Longer Required	Preliminary documents not retained in the ordinary course of business; No mandated retention
Information Technology	IT-003	Software Licenses, Warrantees, etc.	When No Longer Required	No mandated retention

RECORDS RETENTION SCHEDULE: STRATEGIC AFFAIRS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
STRATEGIC AFFAIRS					
Technical Services OR Strategic Affairs	SA-001	Analysis / Modeling / Calculations / Forecasting	Minimum 2 years	Department Preference;; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	SA-002	CEQA - Correspondence submitted to, or transferred from the Agency, and internal agency communications, including staff notes related to a non-exempt CEQA action Final CEQA documents (Environmental Impact Reports (EIRs), Categorical Exemptions, Negative Declarations are maintained Permanently	Completion of CEQA Process	Court ruled not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (D076605, D076924, D076993) (4th Dist. 2020); PRC 21167,6;	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	SA-003	CEQA / NEPA Documents: Prepared for Agency Projects (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc.) Includes Compliance / Monitoring Reports	P	Department Preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c)	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	SA-004	CEQA / NEPA Documents: Prepared for LOCAL NON-Agency Projects (Agency comments on other's Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc.)	When No Longer Required	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Strategic Affairs	SA-005	State and Federal Water Projects (Delta Conveyance, Long Term Central Valley Project / CVP, etc.) - HISTORICALLY SIGNIFICANT DOCUMENTS	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Strategic Affairs	SA-006	State and Federal Water Projects (Delta Conveyance, Long Term Central Valley Project / CVP, etc.) - NOT HISTORICALLY SIGNIFICANT	Minimum 2 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: STRATEGIC AFFAIRS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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Technical Services OR Strategic Affairs	SA-007	Well History	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: TECHNICAL SERVICES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>					
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
TECHNICAL SERVICES					
Technical Services OR Strategic Affairs	TS-001	Analysis / Modeling / Calculations / Forecasting	Minimum 2 years	Department Preference;; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	TS-002	CEQA - Correspondence submitted to, or transferred from the Agency, and internal agency communications, including staff notes related to a non-exempt CEQA action Final CEQA documents (Environmental Impact Reports (EIRs), Categorical Exemptions, Negative Declarations are maintained Permanently	Completion of CEQA Process	Court ruled not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (D076605, D076924, D076993) (4th Dist. 2020); PRC 21167,6;	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	TS-003	CEQA / NEPA Documents: Prepared for Agency Projects (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc) Includes Compliance / Monitoring Reports	P	Department Preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c)	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	TS-004	CEQA / NEPA Documents: Prepared for LOCAL NON-Agency Projects (Agency comments on other's Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	When No Longer Required	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-005	Environmental Review Clearance / Survey Form	P	Department Preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c)	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-006	Field Books, Field Test Sheets	When No Longer Required	District Preference (Preliminary Drafts); No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-007	Lab Reports & Chains of Custody / Tabular Summaries: Groundwater & Wells	P	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: TECHNICAL SERVICES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
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Technical Services	TS-008	Master Plans / Integrated Water Management Plans (IWMP), etc	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-009	Planning / Plans / Advanced Planning / Long-term Planning - Groundwater & Wells	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-010	Sacramento Regional Water Bank (Final Records with routine administrative Value)	10 years	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-011	Sacramento Regional Water Bank (Final Records with Significant Historical Value)	P	Department Preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-012	Technical Studies & Reports, Investigations	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-013	Water Quality Control Plans (WQCP) Water Quality Management Plans (WQMP), etc.	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services	TS-014	Watershed & Mitigation Lands Reports	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Technical Services OR Strategic Affairs	TS-015	Well History	P	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd

RECORDS RETENTION SCHEDULE: WATER EFFICIENCY PROGRAM (Regional Water Efficiency Program - RWEPP)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference	Electronic Document Naming Convention
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>					
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<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>					
WATER EFFICIENCY PROGRAM					
Water Efficiency Program	WE-001	Focus Group Surveys, Conclusions	5 years	Department preference (data outdated after 5 years; No mandated retention)	Main Project – Detailed Topic – yyyy-mm-dd
Water Efficiency Program	WE-002	Regional Water Efficiency Program (RWEPP) / REBATES OR GRANTS (for Toilets, Turf Replacement, Washers, etc.) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years	Agency Preference; Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502; OMB Circular A-110 & A-133; GC §8546.7	Main Project – Detailed Topic – yyyy-mm-dd
Water Efficiency Program	WE-003	Technical Water Efficiency Studies (e.g. Landscape Area Measurements, Indoor Saturation of High-Efficiency Toilets, etc.)	5 years	Department preference; No mandated retention	Main Project – Detailed Topic – yyyy-mm-dd
Water Efficiency Program	WE-004	Water Supplier Data / Water Production	P	Department preference (data outdated after 5 years; No mandated retention)	Main Project – Detailed Topic – yyyy-mm-dd



Topic: 2025 RWA Board of Directors and Executive Committee Meeting Dates
Type: New Business
Item For: Consent Calendar; Approve 2025 Meeting Schedule
Purpose: Routine

SUBMITTED BY: Ashley Flores, CMC
Secretary

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an information item for the Regional Water Authority Board of Directors to approve the 2025 RWA Meeting dates for the Board of Directors and the Executive Committee.

STAFF RECOMMENDED ACTION

Approve the 2025 Board of Directors and Executive Committee meeting schedule.

BACKGROUND

In accordance with the RWA Policy, staff presents the following proposed 2025 board meeting schedule for Board approval.

RWA Board Meetings (Second Thursdays starting at 9:00 a.m.)

- January 9, 2025 – City of Roseville (2005 Hilltop Circle, Roseville, CA 95747)
- March 13 – Sacramento Association of Realtors (2003 Howe Avenue, Sacramento, CA 95825)
- May 8 – Fair Oaks Water District (10326 Fair Oaks Blvd., Fair Oaks, CA 95628)
- July 10 – Carmichael Water District (7837 Fair Oaks Blvd., Carmichael, CA 95608)
- September 11 - Fair Oaks Water District (10326 Fair Oaks Blvd., Fair Oaks, CA 95628)
- November 13 – Sacramento Association of Realtors (2003 Howe Avenue, Sacramento, CA 95825)

RWA Executive Committee Meetings (Tuesdays starting at 1:30 p.m.)

- January 28, 2025
- February 18
- March 25
- April 22
- May 27
- June 24
- July 22
- August 26
- September 23
- October 28
- December 16

FINDINGS/CONCLUSIONS

In accordance with the RWA Policy, the 2025 board meeting schedule is being presented for approval by the board.

FISCAL IMPACT

Costs for Board of Directors and Executive Committee Meetings are included in the annual operating budget.



Agenda Item 3.4

Topic: USBR WaterSMART Water and Energy Efficiency Grants FY 2025 Application – Water Efficiency Program
 Type: Consent Calendar
 Item For: Action, Adopt Resolution 2024-07

SUBMITTED BY:	Amy Talbot Regional Water Efficiency Program Manager	PRESENTER:	Amy Talbot Regional Water Efficiency Program Manager
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EXECUTIVE SUMMARY

This is an action item for the RWA Board of Directors to adopt Resolution 2024-07 to support the RWA Water Efficiency Program (WEP)’s United States Bureau of Reclamation (USBR) WaterSMART Water and Energy Efficiency Grants FY 2025 application. The application requests \$1.87 million in grant funding and the 50% local funding match requirement will be fulfilled with WEP’s current Department of Water Resources’ Urban Community Drought Relief Grant \$2.1 million grant award for direct installation of indoor fixtures. **The grant will not require any local supplier funding.** The application will be submitted prior to the deadline of November 13, 2024. Award selection is expected in May 2025, with the award of funding expected in October 2025.

STAFF RECOMMENDED ACTION

Adopt Resolution 2024-07 to support the USBR WaterSMART Water and Energy Efficiency Grants FY 2025 application for the Sacramento Regional Indoor and Outdoor Water and Energy Efficiency Project.

BACKGROUND

RWA’s Water Efficiency Program (WEP) regularly applies for state and federal grant funding to support the implementation of water efficiency best management practices. This application is an expansion of existing programs implemented by RWA and local suppliers.

The proposed **Sacramento Regional Indoor and Outdoor Water and Energy Efficiency Project** will be managed and implemented by the Regional Water Authority and its WEP members and consists of three direct water saving components: 1) indoor fixture direct installation in disadvantaged communities, 2) turf replacement rebates, and 3) irrigation controller rebates. The indoor fixture direct installation program will include the installation of toilets, showerheads and aerators for residential and institutional customers. The turf replacement rebate program will solicit the removal of turf grass and the installation of low water use and native plants and climate appropriate trees. The irrigation controller rebate program will solicit customers to purchase and install weather-based irrigation controllers. The estimated water savings from the implementation of this proposed project are 235 acre-feet per year and 4,702 acre-feet of savings over the 20-year lifetime of the upgrades.

Agenda Item 3.4

Due the application size, the full application was not included directly in the packet but can be viewed online here:

<https://www.dropbox.com/scl/fo/3gah30295ybuwpt7zbkqt/AHUq8Uo1nrgR4RXhRAigVAs?rlkey=rt4dem3qb5uke2rao1mv9b8x3&st=0igg2iol&dl=0>

ATTACHMENTS

Attachment 1- Resolution 2024-07 to support the USBR WaterSMART Water and Energy Efficiency Grants FY 2025

RESOLUTION NO. 2024-07

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REGIONAL WATER AUTHORITY
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH
THE WATERSMART GRANTS PROGRAM: WATER AND ENERGY
EFFICIENCY GRANTS FOR FISCAL YEAR 2024 AND FISCAL YEAR 2025**

WHEREAS, the United States Bureau of Reclamation (“Reclamation”) has implemented the WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2024 and Fiscal Year 2025 to promote the conservation and more efficient use of water to contribute to water supply sustainability in the western United States;

WHEREAS, Reclamation has solicited proposals from public water suppliers and state, regional, and local authorities, the members of which include one or more organizations with water or power delivery authority;

WHEREAS, the Board of Directors of the Regional Water Authority (“RWA”) has identified itself as an eligible applicant under Reclamation’s WaterSMART: Water and Energy Efficiency Grant Program; and

WHEREAS, RWA is interested in pursuing grant funding assistance under Reclamation’s WaterSMART: Water and Energy Efficiency Grant Program in the amount of \$1.87 million for a regionally-collaborated effort to increase water and energy efficiency through the implementation of the direct installation of indoor fixtures for disadvantaged communities and turf replacement and irrigation controller rebates (collectively known as the Sacramento Regional Indoor and Outdoor Water and Energy Efficiency Project).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Regional Water Authority as follows:

1. The Board of Directors has reviewed the application of funding assistance for the Sacramento Regional Indoor and Outdoor Water and Energy Efficiency Project submitted to the WaterSMART Water and Energy Efficiency Grant Program for implementation in Fiscal Year 2026 through Fiscal Year 2028 and supports and authorizes the submitted application.
2. RWA is capable of funding the minimum 50-percent cost share required to obtain grant funding under the WaterSMART: Water and Energy Efficiency Grant Program.
3. The Executive Director of the Regional Water Authority is hereby authorized to enter into a funding agreement through the

WaterSMART: Water and Energy Efficiency Grant Program and will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement and any other related financial and legal documents.

4. The Executive Director and staff are directed to take all other actions necessary to secure funding for the Sacramento Regional Indoor and Outdoor water and Energy Efficiency Project.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Regional Water Authority held on November 14, 2024.

By: _____
Brett Ewart, Chair, Regional Water Authority

Attest: _____
Ashley Flores, CMC, Clerk of the Board

CERTIFICATION

I, Ashley Flores, Regional Water Authority Board Secretary, do hereby certify that the foregoing Resolution 2024-07 was duly and regularly adopted by the Board of Directors of the Regional Water Authority at the regular meeting held on November 14, 2024 by the following vote of the Board:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Ashley Flores, CMC

Clerk of the Board



Topic: Amendment #1 to Professional Services Agreement with Richardson & Company, LLP
 Type: Consent Calendar
 Item For: Action; Approve Amendment #1
 Purpose: Auditor Agreement

SUBMITTED BY: Tom Hoffart Finance and Administrative Services Manager	PRESENTER: Tom Hoffart Finance and Administrative Services Manager
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EXECUTIVE SUMMARY

This is an action item for the Board of Directors to authorize the Executive Director to execute Amendment #1 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:

Approve Amendment #1 to the Professional Services Agreement with Richardson & Company, LLP. for an additional amount of \$13,050.

BACKGROUND

On March 29, 2023, the 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:

Fiscal Year Budget	Current Agreement Audit Fee	Proposed Change Order Audit Fee	Proposed Total Audit Fee
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

Contractor: Richardson & Company, LLP.

Attn: Ingrid Sheipline

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

Email: 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: Consent Calendar
 Item For: Action; Approve Task Order #3 with Khadam Consulting Inc.
 Purpose: RWA Policy 300.2

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

This is an action item for the RWA Board of Directors to authorize the RWA Executive Director to execute Task Order #3 with Khadam Consulting Inc. The Executive Committee recommended approval of Task Order #3 by the RWA Board of Directors on October 22, 2024. Task Order #3 with Khadam Consulting Inc is 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:

Approve 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

Agenda Item 3.6

Bank, review of administrative Environmental Impact Report (EIR) sections and appendices, and 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 recommend 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

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

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

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

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

Proposed Task Order No. 1

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

Task 1 – Project Management and Coordination

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

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

Deliverables

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

Task 2 - Plan Formulation

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

Deliverables

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

Task 3 - Modeling Support

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

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

Deliverables


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

Task Order No. 1


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

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

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

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

TASK	
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
TOTAL	\$88,000

Signatures

Regional Water Authority:

By: _____

Dated: _____

James Peifer
Executive Director

Khadam Consulting Inc.:

By: _____

Dated: _____

Ibrahim Khadam
President

Topic: 2025 RWA Board Elections Officers and Executive Committee
Type: New Business
Item For: Information/Presentation
Purpose: [Policy 200.3](#)

SUBMITTED BY:	Ashley Flores, CMC Secretary	PRESENTER:	Jim Peifer Executive Director
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EXECUTIVE SUMMARY

This is an to elect the 2025 Chair and to identify candidates for Vice Chair and the Executive Committee.

STAFF RECOMMENDED ACTION

- 1) Elect the 2025 Chair; and
- 2) Interested members to state their candidacy for the 2025 Vice Chair and the 2025 Executive Committee

BACKGROUND

[Policy 200.3 \(Procedures for Selection of the Executive Committee\)](#) provides for the process of electing the Chair and identifying candidates for Vice Chair and the Executive Committee (EC).

Board members that wish to be considered for election as 2025 Vice-Chair or to the EC will be stating their interest at the November Board meeting. You may make an oral presentation of up to two minutes.

You will also be selecting the incoming 2025 Chair. Policy 200.3 states that the Board of Directors elects the 2025 Chair by voting whether to elect the current Vice-Chair. The current Vice-Chair is Bill Roberts, City of West Sacramento.

After the Board meeting, you will be filling out a Nomination Form, or ballot, which identifies candidates for Vice-Chair and the EC. Each agency will be entitled to one ballot. The ballot will provide for members to rank their choices for Vice-Chair and the Executive Committee.

The new process will result in the selection of the nine-member EC as follows:

- The incoming Chair will be a member of the EC.
- The ballot election will result in the selection of a vice chair and three other executive committee members.

Agenda Item 4

- The incoming Chair will nominate two additional candidates.
- The Contracting Entities of the RWA (Golden State Water Company and California American Water Company) will submit a nomination.
- The Chair of the Sacramento Groundwater Authority shall nominate a member of the SGA to sit on the Executive Committee. The SGA nominee must be a member of the RWA.

SUMMARY OF ELECTION PROCESS STEPS

At the November 14, 2024 RWA Board meeting:

- The Board members will elect the incoming Chair for 2025. The current Chair, Brett Ewart, will conduct the election.
- The Chair of the Chair's designee will conduct a roll call of the Directors to state their candidacy for Vice-Chair and the EC.

After the November RWA Board meeting:

- The Executive Director will distribute a ballot to the RWA member agencies with the directors that were identified as candidates at the November board meeting. The ballot will be set up to allow member agencies to rank the candidates in their preference.
- The member agencies should fill out the ballot and return it to the RWA via email or by US Mail by a **deadline of December 16th, 2024**. Ballots received after this date will not be counted.
- The incoming Chair shall select two additional EC members for nomination.

At the January 9, 2025 Board meeting (at City of Roseville):

- The Board will vote in a single election on the question: "Shall the proposed nominees for Vice-Chair and Executive Committee be elected?"



Topic: Participation in the Water Forum Agreement Update
Type: New Business
Item For: Action
Purpose: [Policy 100.1](#), Strategic Plan

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 review and consider authorizing the Regional Water Authority and its Executive Director to formally participate in the Water Forum Agreement update process. This process is also known as the *Water Forum 2.0* process.

STAFF RECOMMENDED ACTION

Authorize the Regional Water Authority and its Executive Director to formally participate in the Water Forum Agreement Update process consistent with Policy 100.1.

BACKGROUND

In 1993, the Water Forum process started to resolve the conflict over water resource management in the Lower American River. The negotiations took seven years and resulted in an [agreement](#) that was signed in 2000. The agreement was a comprehensive package of actions that set out to achieve two co-equal objectives:

Provide a reliable and safe water supply for the region’s economic health and planned development through to the year 2030; and

Preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River

In the spring of 2020, the Water Forum Successor Effort agreed to revising the Water Forum Agreement. Over the past four years, the Water Forum 2.0 process has resulted in educational presentations, analysis to characterize impacts on water resources resulting from Climate Change, developing a negotiating structure, various workgroup initiatives and products. The Water Forum is attempting to complete the update by next year. The RWA staff have been participating in the Water Forum 2.0 process since the beginning, often in an advisory role, and sometimes in a facilitation role. The Executive Director was interviewed as part of the stakeholder interview process in the fall of 2019.

The RWA has several initiatives that would benefit from Water Forum support including the successful implementation of the Healthy Rivers and Landscapes program, Biological Opinions for the Central Valley Project that are protective of our members' interests, and the Sacramento Regional Water Bank (Water Bank).

The environmental community has taken a keen interest in the Water Bank for several years now. The RWA staff have engaged with members of the Water Forum Environmental Caucus and ECOS several times to discuss the progress of the Water Bank and to answer questions. Those meetings were productive. Recently, ECOS has sent a request to the Water Forum to address certain questions in the Water Forum process. This request is understandable since the Water Bank was identified as part of the Water Caucus's interest statement and many members of the Water Forum identified the Water Bank as a project that they are involved in.

The staff is requesting the Board to allow the RWA to formally enter the Water Forum 2.0 process. If an agreement is developed that involves the RWA, it would be brought to the Board of Directors for its consideration and approval and would need to comply with the policies established in the [Joint Power Authority Agreement \(Policy 100.1\)](#). The Board of Directors should discuss this item and provide the staff any additional policy direction it feels is appropriate.

CONCLUSION

Staff recommends the RWA formally engage in the Water Forum 2.0 process to gain the support of the broader Water Forum on the RWA's regional initiatives including the Water Bank, the Healthy Rivers and Landscapes program, and other efforts of mutual interest.

ATTACHMENTS

Attachment 1- Email request from Ted Rauh, Chair of the ECOS Water Committee to Anne Sanger, Interim Executive Director of the Water Forum

Attachment 2- Attached list of questions and input from the email request.

Jim Peifer

From: Ted Rauh <tnrauh@att.net>
Sent: Wednesday, October 30, 2024 6:30 PM
To: Anne Sanger
Cc: Jim Peifer; Barbara Evoy; Betsy Weiland; AT&T Mail; Robert Burness; Chris Brown; Neil M Dubrovsky
Subject: Water Forum Discussion of the Water Bank
Attachments: Water Bank mtg questions draft 1.docx

Hi Anne,

I would like to suggest that the Water Forum develop a meeting or series of meetings to address member questions regarding the formation of the Water Bank.

Why do this within the Water Forum? The Water Bank is going to play a significant role in the Water Forum 2 agreement and in the pursuit of the twin objectives. Currently ECOS is involved with RWA staff in Bank development discussions, however we are not the only group that has concerns about the operation of the Water Bank. This was made clear during the last Water Sustainability work group when other WF members raised similar questions about the Bank. Given that the Water Forum serves to bring together the region's diverse interests to solve and agree on future programs and directions in pursuit of the twin objectives, it makes sense that we use the forum to raise our concerns and suggestions about this major regional water sustainability solution.

I have attached the current list of questions we have provided RWA staff for a meeting we are planning for mid-November. If other Water Forum members are interested in joining with us and if RWA is willing to hold Water Forum discussions, I think there is a possibility that both the Water Bank project and the Water Forum Agreement 2 can be strengthened by this effort.

Comments on “Water Bank Q&A Connect” – October 15, 2024

The latest addition of the “Water Bank Q&A Connect”, (August 27, 2024) Page 26, Item 21 “The Role of “Leave Behind” and “Loss” in Sustainable Groundwater Management “, deals with RWA’s proposed Water Bank deposit water “loss” and “leave behind” accounting approaches. ECOS seeks clarification on several key points before RWA reaches a final approach to handling the technical and policy issues of water loss and leave behind.

Loss Accounting

1. What is the geographic and hydrologic area being considered for an individual depositor’s bank deposits? If losses and deposits are calculated across a subbasin then local impacts on points of interaction between surface and groundwater and groundwater dependent ecosystems can be overlooked. What actions will be taken to guard against this kind of unintended consequence?
2. Is a depositor expected to be able to recover its own deposits? If not, who retains title to the portion of the deposit that cannot be recovered? If a neighboring purveyor recovers groundwater that was deposited by another, how is that transaction accounted for?
3. How are natural water losses (deposited water held captive in interstitial spaces for example) accounted for in determining water losses?
4. RWA recently indicated that while a total of 65,000 TAF of water can be banked as part of conjunctive use programs only 55,000 TAF can be recovered which is an approximate 15% water loss. How is this loss attributed to individual deposits?
5. The policy mentions losses attributed to water that is gained by a stream or river or water that leaves the subbasin. How and when are these determinations of loss made?
6. Is there an annual or other timeframe assessment of water loss that results in an adjustment to deposit balances. What tools are used to assess deposits? Is the appropriate GSA involved in the process? How are the losses attributed to individual deposits?
7. Projected climate change will place a burden on maintaining sustainable groundwater subbasins. New industrial/commercial wells or other groundwater use could affect subbasin sustainability and banked deposits. How is RWA planning to interface with GSAs and What considerations have been given to dealing with short- or long-term impacts on bank operations due to a subbasin’s difficulty in maintaining sustainability under SGMA?
8. Some bank participants argue that past conjunctive use programs should be given deposit credit in the new water bank. ECOS does not agree with this approach but is interested in hearing the technical and policy arguments that can be made in support of it. We are especially interested in the required documentation a purveyor would be required to provide to substantiate any past deposits and how the bank could justify that the water is still in the subbasin and available for withdrawal.

Water Leave Behind Policy

ECOS agrees that leaving behind a portion of each deposit is a vitally important component of Bank operations and serves a key role in future groundwater sustainability/availability and climate change resiliency.

9. Why is the leave behind concept only applied to water that leaves the basin?

10. Building up the region's subbasin groundwater storage reserves beyond the sustainable levels established in the Groundwater Sustainability Plans developed under SGMA could be a cost-effective hedge against the uncertainty of climate change and future Bureau of Reclamation operation of the Folsom Reservoir Complex. Has RWA considered a leave behind approach for all groundwater deposits? If so, what are the reasons why such an approach has not been selected?

Interaction with Groundwater Sustainability Agencies

11. GSAs are investing/developing shallow domestic well protection programs. How will the Water Bank interact with GSAs to ensure Bank operations do not damage shallow well owners' wells and negatively impact water supply wells and other industrial/commercial and agricultural well owners.

12. GSA's are developing monitoring efforts to better understand and protect Groundwater Dependent Ecosystems (GDE) and areas of surface water/groundwater interaction. How will the Bank interact with the GSA to ensure Bank operations do no harm to these important areas of concern?

13. GSA's have made significant investments in groundwater monitoring systems and will need to continue to invest in these systems to ensure subbasin sustainability. How is the Bank planning to monitor its operations, share this data with the appropriated GSAs, and regulate Bank activities so that Bank operations do not negatively impact GSA monitoring systems and subbasin sustainability.

14. Current GSA monitoring protocols allow several years (from 2 to 4 years) of a percentage of monitoring well exceeding groundwater level action points before actions are taken to return the subbasin to sustainability. How will the Bank's operations including the monitoring of deposits and withdrawals prevent the creation of cones of depression that may only affect a few monitoring well's exceedance levels but may have a significant short or long term impact on subbasin sustainability, GDEs, and/or groundwater/surface water interactions?

Bank Governance document

15. The Bank Governance document seems to place the Coordinating Body in a decision-making position without any process for public involvement while shifting the responsibility for public

involvement as an administrative duty of the Bank staff. Why is there no public involvement in the Coordinating Body decision process?

Agenda Item 6



Topic: Upcoming Actions for Healthy Rivers and Landscapes Program
Type: New Business
Item For: Information
Purpose: Strategic Plan Objective B - Implementation

SUBMITTED BY:	Michelle Banonis Manager of Strategic Affairs	PRESENTER:	Michelle Banonis Manager of Strategic Affairs
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EXECUTIVE SUMMARY

This is an information item for the RWA Board of Directors to receive a presentation from Michelle Banonis, Manager of Strategic Affairs to provide an overview of the current process for the Healthy Rivers and Landscapes Program (HR&LP), formerly known as Voluntary Agreements. Along with a regulatory pathway, the HR&LP is presented as an option to meet objectives in the State Water Resources Control Board's (State Board's) *October 2024 Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed*. Upcoming anticipated actions by the State Board will warrant future actions by the RWA Board – likely including several agreements that will be necessary to implement HR&LP terms.

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

The State Board has the requirement to periodically update its regulations for how water is put to beneficial use in the Bay-Delta. The HR&LP provides a collaborative alternative to the State Board's regulatory process and provide for a combination of habitat restoration, environmental outflow, a science program, and funding.

DISCUSSION

The State Board recently released its *October 2024 Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed*. This includes its Program of Implementation (POI) for both the regulatory process, which includes unimpaired flow, and the HR&LP process. Multiple workshops to inform the further development of the POI will be held between November 20, 2024 and January 23, 2025. This includes the opportunity for comment and panels. Further information is located in the State Board's public notice:

https://www.waterboards.ca.gov/board_info/calendar/docs/2024/nov/notice_baydeltaplanupdates_102524.pdf&corid=7e667950-fbcb-4753-7079-51f9990e7c79

The Board staff have indicated that they anticipate potential adoption of a Bay-Delta Water Quality Control Plan Update in the second quarter of 2025. If that occurs, and the HR&LP is the preferred option for adoption, then actions by RWA and American River HR&LP Parties will need to occur to



Agenda Item 6

effectively carry out the terms of the program. These agreements are anticipated to be signed at the same time or immediately following the anticipated State Board adoption of the HR&LP. These agreements include the Intratributary Agreement, a Common Interest Agreement, and an agreement to distribute habitat and science funds collected from the American River Parties by RWA to the Sacramento Water Forum.

HR&LP Parties should also be prepared and tee up their respective boards for signatory approval as they will each need to sign the HR&LP agreements, soon after State Board adoption. This includes signing the Implementing Agreement, Global Agreement, and Enforcement Agreement. RWA will assist in providing the potential American River HR&LP Parties a briefing memorandum to support individual board decisions and will lend any support, if requested, in providing additional information or engagement.

Finally, it is important for each American River HR&LP Party to understand the level of commitment and engagement needed to fulfill obligations over the term of the program. A discussion will be had that addresses what funding collection and disbursement, habitat and science implementation, transparency, and governance look like in a typical year. There will be significant effort for all Parties from a financing, time, and staff perspective. Yearly obligations generally include but are not limited to: monetary contributions; flow contributions; annual and triennial reporting; flow, habitat, and monetary accounting; regular meetings; policy decision-making; collaboration with state, federal, and local agencies; habitat construction; scientific reviews and data collection; and public posting of data, reports, and notes.



Topic: Update on Endangered Species Act Consultation for State and Federal Water Projects
Type: New Business
Item For: Information
Purpose: Strategic Plan Objective B - Implementation

SUBMITTED BY:	Michelle Banonis Manager of Strategic Affairs	PRESENTER:	Michelle Banonis Manager of Strategic Affairs
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EXECUTIVE SUMMARY

This is an information item for the RWA Board of Directors to receive a presentation from Michelle Banonis, Manager of Strategic Affairs on Endangered Species Act Consultation for State and Federal Water Projects.

In 2021, the Bureau of Reclamation (Reclamation) reinitiated Section 7 Endangered Species Act consultation on the 2019 Biological Opinions (BiOps) on the Long-Term Operation (LTO) of the Central Valley Project and State Water Project. Reclamation’s Final Environmental Impact Statement (EIS) in support of the new BiOps is anticipated to be released very soon to the public, possibly as early as November 15, 2024. The National Marine Fisheries Service (NMFS) final BiOp is anticipated in December 2024.

STAFF RECOMMENDED ACTION

None. This item is for information only.

BACKGROUND

Reclamation released its public draft EIS on July 26, 2024 in support of the LTO consultation, and the NMFS distributed a draft BiOp on September 26, 2024. Along with multiple comments made to, and coordination with, federal agencies since 2021 on concerns and Proposed Action (PA) development, RWA submitted comments on the draft EIS and BiOp behalf of American River regional agencies that have contracts or agreements with Reclamation for the delivery of water.

DISCUSSION

As part of initial comments on the development of the PA, RWA multiple provided suggestions to Reclamation, including (among other requests):

- Reclamation and American River water and power providers should coordinate and share information from their respective models to inform operational decisions;
- A requested increase in the end-of-year Planning Minimum at Folsom Reservoir, and an inclusion of a September storage objective, to develop coldwater pool and preserve sufficient water supplies to protect water users who rely on reservoir deliveries;
- A decrease in the Minimum Release Requirement (MRR) from 2,000 cfs to 1,600 cfs in the fall to allow optimization of Sacramento Water Forum-constructed riverine habitat;

Agenda Item 7

- An update to the Automated Temperature Selection Procedure (ATSP) to avoid ad hoc decision-making and use an intended priority scheme; and
- Implementing a power bypass to support adequate Lower American River (LAR) temperatures unless it is demonstrated it is not required.

Some of the above-listed suggestions were incorporated into one of the alternatives – Alternative 4B in the draft EIS. Primarily, Reclamation included the increase in an end-of-year Planning Minimum and a reduction in the MRR. The draft EIS, however, did not model these actions. It is anticipated that the final EIS will include modeling for these actions. Further, while Reclamation did model part of regionally-suggested revisions, it is important to note that it was placed in an alternative with a combination of other actions that Reclamation is not considering as a Preferred Alternative in its EIS. The Preferred Alternative – Alternative 2B – relies on status quo operations for Folsom Reservoir and the LAR.

While entities affected by the BiOps are appreciative that Reclamation and regulatory agencies have worked well and coordinated together, there continues to be significant concern about the Proposed Action and the impacts in the LAR. Due to the significant focus by the state and federal agencies on Sacramento winter-run Chinook salmon, much emphasis has been placed on preserving coldwater pool in Shasta Reservoir. As such, findings in both the draft EIS and draft BiOp do marginally redirect impacts onto the LAR. However, Reclamation has indicated in its draft EIS that because conditions in the LAR are already stressed, that this marginal level of impact does not create a significant impact. Further, Reclamation offers no mitigation to correct existing poor conditions.

The attached September 9, 2024 letter was provided to Reclamation to outline these concerns.

ATTACHMENTS

Attachment 1- September 9, 2024 letter



September 9, 2024

Sent via e-mail to: sha-MPR-BDO@usbr.gov

David Mooney
Bureau of Reclamation, Bay-Delta Office
801 I Street, Suite 140
Sacramento, CA 95814-2536

Subject: Comments on the Draft Environmental Impact Statement on the Long-Term Operations of the Central Valley Project and State Water Project

Dear Mr. Mooney:

Thank you for the opportunity to provide comments on the Draft Environmental Impact Statement (DEIS) on the Long-Term Operations of the Central Valley Project (CVP) and State Water Project (SWP) released on July 26, 2024. This letter is intended to reflect the comments of water and power agencies within the American River region that contract or have an agreement with Reclamation for the delivery of water, specifically the City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utility District, and Sacramento Suburban Water District.

We would like to recognize that Reclamation has a difficult job. Managing the entire CVP in coordination with the SWP and attempting to address a host of water supply and ecological issues is not an easy task. Pushing one part of the system inevitably puts pressure on another part of the system and we understand that there are no easy answers when deciding how to balance conditions. We also would like to provide appreciation to Reclamation staff for coordinating with water and power agencies and the Sacramento Water Forum¹ in the Lower

¹ The Sacramento Water Forum is a diverse group of business, citizen, environmental, water, and government leaders working to balance coequal objectives: provide a reliable and safe water supply for the region's economic health and planned development through to the year 2030; and preserve the Lower American River's fishery, wildlife, recreational, and aesthetic values.

American River (LAR) region over the years. Because we are seeing water supply and ecosystem impacts continuing to negatively increase our region, we would like to further our existing coordination and more actively engage with Reclamation staff and leadership on CVP operations, and potential options to offset those operations, as it relates to Folsom Reservoir and the LAR. There are ways forward that can address some of the concerns outlined in this letter, and we would like to discuss this with Reclamation. It is with this continued anticipation of coordination and problem-solving that we provide the following comments.

1. Status Quo Approach Does Not Alleviate Controllable Stressors

We have significant concerns with Reclamation’s operational actions, both past and present, and the layering on of impacts associated with the Preferred Alternative - Alternative 2B: Multi-Agency Consensus combined with elements contained in the Incidental Take Permit application submitted by the California Department of Water Resources to the California Department of Fish and Wildlife (CDFW). Analysis in the document appears to discuss what would generally appear to be some smaller impacts associated with the Preferred Alternative overlain onto “existing conditions.” This analysis also includes the same operations for Folsom Reservoir and the LAR as provided in the 2019 National Marine Fisheries Service (NMFS) Biological Opinion for the Long-term Operations of the CVP and SWP, which is generally consistent with the *March 29, 2019 Memorandum of Understanding between the United States of America Department of the Interior, Bureau of Reclamation and Sacramento Water Forum for the Coordination of Communication and Information-Sharing Activities Related to Lower American River Operations* (Water Forum MOU).

The DEIS analysis essentially states that the current fisheries situation in the Lower American River (LAR) is bad, that a small margin of increased impact from the Proposed Action will be negligible, and that Reclamation cannot do anything to rectify negative impacts that are part of existing conditions – in this case, the No Action Alternative (NAA). We do recognize that climate change and outside influences play a role statewide on aquatic ecosystem health. However, it is important to note that Reclamation is afforded operational discretion on the CVP under the NAA and through modifications it can make to within the range of operations provided in the DEIS Preferred Alternative. Operations, unlike climate change, are a controllable factor. Even under the NAA, operational decisions at Folsom Reservoir and the LAR have been frequently challenging and may come at a risk to the ecosystem. Continuing to operate to status quo on the American River when there is an indication that status quo is not serving the intended outcomes for riverine conditions is problematic, particularly in light of the 2019 Modified Flow Management Standard that has been developed by diverse interests and contains varying measures to improve knowledge and operations on the LAR to benefit fisheries through more suitable conditions.

To provide an example related to the above-mentioned status quo discussion, the 2024 National Marine Fisheries Service (NMFS) *Draft Biological Opinion Regarding the Coordinated Long-Term Operation of the CVP and SWP* (2024 NMFS Draft BiOp), July 25, 2024, states that for California Central Valley Steelhead (CCV Steelhead) “[w]ater temperature will remain a significant stressor under the PA, with exceedances that

impair fitness predicted for several life stages, notably 43-55% of months for egg incubation.” In fact, the *Biological Assessment - Appendix AB, Chapter 7 – Steelhead*, states that the increase in water temperature for egg incubation and fry emergence is expected to be lethal in the American River. However, the analysis provided in *Appendix O – Fish and Aquatic Resources, Section 0.5.10.3- Lower American River, Spawning and Egg Incubation, Water Temperature Analysis* states that single-digit percentage changes exist when comparing Alternative 2 with the NAA, and concludes that there would be negligible water temperature-related effects to CCV Steelhead spawning and egg incubation in the LAR. It is difficult to comprehend how an analysis can exist that can disclose temperature exceedances for 43-55% of months for egg incubation, admits that status quo conditions and operations are “lethal” to a critical fish life stage, and that adding on single digit percentage changes to a lethal condition is a negligible impact. If roughly half of eggs and juveniles are expected to perish under the NAA, then why is the Preferred Alternative not considering actions to help offset these impacts? Additionally, each single digit percentage addition of impacts from the Preferred Alternative onto such a high rate of mortality seems incrementally impactful to an already stressed population. While egg incubation and fry emergence was used here as an example, this trend repeats itself over several life stages, stressors, and species (fall-run Chinook and CCV Steelhead).

In addition, we recognize the importance of learning and adapting operations based on the best available science. The Water Forum MOU was executed in the spirit of coordination, gathering of information, and the synthesis and disclosure of important data. If we learn that certain actions may alleviate certain impacts, then we anticipate that there is space to make these changes and revise operations accordingly.

2. American River-Proposed Recommendations to Alleviate Impacts

We appreciate that Reclamation has considered the requests of American River interested parties, including the water providers providing these comments and the Sacramento Water Forum, in including operational recommendations for the LAR into the DEIS. The recommendations we provided include actions to provide modified flows in certain situations, which would fully actuate habitat, while also maintaining additive end of December storage to protect the reservoir and river in the event of a dry following spring. These recommendations were not provided lightly and were given following years of study, monitoring, and coordination with Reclamation and others on stressors affecting fish in the river. As you are aware, we provided a robust technical memorandum to Reclamation, NMFS, and CDFW on September 13, 2023, titled *2023 Updates and Refinements to the Lower American River 2017 Flow Management Standard, July 2023*, as well as several e-mails and letters – all part of the administrative record - requesting storage, flow, and process modifications. Reclamation included these suggestions as a sub-alternative of Alternative 4: Risk-Informed Operation, Alternative 4B. Unfortunately, Alternative 4 does not provide an accurate read on what is actually being proposed as a Preferred Alternative, and how the American River recommendations could potentially fit into that and assist in reducing impacts from project operations. The Preferred Alternative (2B) does not include the American River recommendations we provided and instead relies, as discussed above, on status quo for operations for Folsom

Reservoir and the LAR. Additionally, only a qualitative analysis was done for Alternative 4B.

3. Mischaracterization of American River-Proposed Recommendations

There appears to be a misunderstanding of the American River recommendations that formed the basis of Alternative 4B. In Section 12.2.10.1 of the DEIS, the text states that “[i]f in a small number of years, storage in Folsom Reservoir is increased up to 350 TAF and releases to the American River are decreased, then Alternative 4B may result in have (sic) negative water temperatures and flow impacts to fall-run Chinook salmon and steelhead.” This misconstrues the proposal provided by American River interested parties and does not accurately represent the timing of storage and flows proposed. As written in the DEIS, it appears that there is an assumption that additional water would be held in storage and *then* Minimum Release Requirements (MRRs) would be reduced. The proposal from the American River interested parties includes adjusting the MRRs in two key ways. First, in the late-winter months (February and March), when the hydrology is uncertain, the MRRs are proposed to be calculated based on the 90% forecast (rather than the 50%). This allows for conservative management of water and protection of the coldwater pool development in the early spring, when coldwater pool is critical. Second, the fall MRRs are proposed to be adjusted based on updates to the Weighted Useable Area (WUA) curves and would allow for maximal habitat availability in the spawning season, with a maximum fall MRR of 1,500 cfs. The proposed fall MRRs acknowledge that Sacramento Water Forum-constructed habitat within the LAR reaches optimal conditions within the specified flow range. In the summer months, the July through mid-September timeframe, flows would be managed at Folsom Reservoir with consideration for the protection of coldwater pool by establishing an end-of-September planning minimum. Healthy storage and adequate coldwater pool storage in September are essential for fall-run Chinook for their peak adult migration and spawning period (October through December). Lower summer flows are of minimal concern for the LAR fishery as no fall-run Chinook spawning is occurring in the river during the July through mid-September timeframe. Additionally, reduced releases in the spring should help with holding more storage in the reservoir later in the year. We would ask that other systemwide impacts that were considered in association with Alternative 4B, such as those associated with Shasta Reservoir and the Sacramento River or the Bay-Delta, are reevaluated for the corrected seasonality.

4. Dissolved Oxygen Issues on Lower American River Omitted from Analysis

The DEIS and appendices do address dissolved oxygen (DO) to some extent in the Water Quality and Fish and Aquatic Resources sections and appendices. However, we are concerned that for the Lower American River, significant new information since EIS scoping has been omitted from the NAA as the baseline and in consideration of the Preferred Alternative. Historically, it has been understood that in dry years, DO levels decrease as temperature levels increase. However, in September 2023, the Nimbus Fish Hatchery reported DO approaching stressful conditions and on October 20, 2023, water column sampling reported DO levels below 3.0 mg/L below Lake Natoma. The U.S. Environmental Protection Agency recommends DO levels of at least 8 mg/L in California salmon-bearing streams; the 2019 Central Valley Regional Water Quality Control Board

Basin Plan recommends DO of at least 7 mg/L from Folsom Reservoir to the Sacramento River to protect beneficial uses for freshwater habitat, migration, and spawning; and studies have shown that adult Chinook salmon begin to experience physiological stress at 6.5 mg/L². Therefore, conditions in the LAR below Lake Natoma were significantly worse than recommended for fish health. Additionally, just last month, as of August 15, 2024, DO below Lake Natoma was approaching the fish physiological stress level of 6.5 mg/L. The DO situation in October 2023 followed on the heels of a year of extreme precipitation and high reservoir levels, and the recent August 2024 DO situation is occurring following an average year with higher overall storage from runoff and from 2023. This means that new thinking related to operations on the LAR should evolve because it is apparent that low DO is not limited to dry and critical years only.

Reclamation modified operations in response to the low DO levels by opening Nimbus Dam gates to enhance oxygen levels and by engaging a power bypass at Nimbus, while a power bypass was also occurring at Folsom Dam which provides temperature as well as DO improvements for the fishery. We appreciate Reclamation's efforts and must emphasize that these operations appear to no longer be outliers only for dry years and should be anticipated more frequently. These changes based on inevitable future conditions should be addressed as part of the Preferred Alternative.

5. No Analysis of Pre-Spawn Mortality on the Lower American River

Fall-run Chinook salmon move up the LAR to spawn in mid-September through January and peak from mid-October through December and represent the largest runs of Chinook salmon found in California's Central Valley³.

Appendix O – Fish and Aquatic Resources, Adult Upstream Migration and Holding, Summary states “Differences in seasonal operations in the lower American River between the four phases of Alternative 2 and the No Action Alternative are expected to have a mixed negative and also impact on upstream migrating fall-run Chinook salmon, average monthly flows at below Nimbus Dam may increase in December and January a beneficial impact, but decreases may occur in September through November during critically dry type years a negative impact. Differences in temperature between the four phases of Alternative 2 and the No Action are expected to have a beneficial impact on upstream migrating fall-run Chinook salmon. There would be increases in favorable conditions and similar unfavorable conditions for successful migration [sic] for successful migration. There would be similar conditions for pathogen virulence.”

This analysis discloses impacts related to flow changes and temperatures, but it does not consider nor discuss pre-spawn mortality of female fall-run Chinook in the LAR. The average pre-spawn mortality rate from 2000 to 2021 is 21 percent³, but singular years have been as high as 29 percent (2012) and 26 percent (2020). Because it is so high, pre-spawn mortality was one of the driving factors behind the American River interested parties' recommendations for holding more storage in Folsom Reservoir during the July

² Carter, K. 2005. The Effects of Dissolved Oxygen on Steelhead Trout, Coho Salmon, and Chinook salmon biology and function by life stage. California Regional Water Quality Control Board, North Coast Region. August 2005

³ Grimes, T. and Galinat, A. 2022. Lower American River Fall-run Chinook Salmon Escapement Survey, October 2021-January 2022.

through mid-September time frame, which would allow more ability for attraction flows during peak up migration in October through early December. We request an analysis of pre-spawn mortality of female fall-run Chinook on the LAR and the Preferred Alternative's potential impacts.

6. Single-Species Approach to Species Management Occurs to the Detriment of All

The DEIS “*prioritizes storage of water in Shasta Reservoir for water temperature management during multiple years of drought and results in reduced temperature dependent mortality during egg incubation.*” We appreciate the considerable effort it has taken for five state and federal agencies to agree on a singular alternative. We also remain apprehensive of focusing efforts primarily on Shasta Reservoir and redirecting impacts elsewhere in the system. This redirection of impacts, whether it be large or small in association with the Preferred Alternative, is additive, and each additive impact creates an amalgam of negative effects in the LAR. Each decision made related to CVP operations in one tributary has the potential to push impacts onto other tributaries. We are sympathetic to the plight of Winter-run Chinook salmon but are concerned that focusing primarily on a single species precludes more comprehensive and holistic approaches that could lead toward the recovery and survival of multiple species.

Thank you again for the opportunity to comment on the DEIS for the Long-term Operation of the CVP and SWP. If you have any questions, please contact me at (916)862-0359 or at mbanonis@rwah2o.org.

Sincerely,



Michelle Banonis
Manager of Strategic Affairs, Regional Water Authority

Cc: David Mooney, Reclamation
Janice Piñero, Reclamation
Cathy Marcinkevage, NMFS
Howard Brown, NMFS
Kaylee Allen, NMFS
Jana Affonso, NMFS
Brooke Jacobs, CDFW



Topic: Watershed Resilience Pilot Project Update
 Type: Presentation
 Item For: Information
 Purpose: Strategic Plan Objective C – Lead and support planning efforts that benefit water agencies.

SUBMITTED BY:	Ryan Ojakian Manager of Government Relations	PRESENTER:	Ryan Ojakian Manager of Government Relations
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EXECUTIVE SUMMARY

This is an information item for the RWA Board of Directors to receive a presentation from Ryan Ojakian Manager of Government Relations on developments with the Watershed Resilience Pilot Project.

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

Since the Board authorized the Executive Director to engage in a grant agreement with the Department of Water Resources (DWR) the following has occurred:

- Jacobs was brought on as the consultant for the project with Valley Vision and Khadam consulting as subs.
- Project study area that includes the Bear, American, and Cosumnes watersheds was advanced.
- A structure for convening the watershed network and decision making has been developed.
- RWA received approval from DWR to provide stipends for participants that request assistance.
- RWA participated in a DWR lead meeting with all the other pilot project awardees.
- Significant work on gap analysis has occurred
- RWA hosted a tribal and frontline community kick off meeting.

A presentation on these developments and what is expected in the near future will be provided by Ryan Ojakian, Manager of Government Relations.



Topic: Memorandum of Understanding (MOU) for Placer County Water Agency (PCWA) staff participation in support of the Watershed Resilience Pilot

Type: New Business

Item For: Action, Approve MOU

Purpose: Strategic Plan Objective C – Lead and support planning efforts that benefit water agencies.

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

This is an action item for the Regional Water Authority Board of Directors to review and consider approving the Regional Water Authority (RWA) Executive Director the authority to sign a Memorandum of Understanding (MOU) that will allow Placer County Water Agency (PCWA) to contribute staff time to work on the Watershed Resilience Pilot.

STAFF RECOMMENDED ACTION

Approve a Memorandum of Understanding (MOU) between RWA and Placer County Water Agency.

BACKGROUND

RWA has received a Watershed Resilience Pilot (Pilot) grant from the Department of Water Resources (DWR). The timeline for completion of that grant is in the second quarter of 2026. PCWA employs Ms. Laura Rodarte who has previous experience working for Jacobs and was a consultant to DWR in the early stages of the development of the Pilot program. This uniquely positions Ms. Rodarte to contribute her expertise and understanding of a variety of perspectives to the advancement of the pilot project. RWA and PCWA have taken preliminary steps to explore how to utilize Ms. Rodarte’s expertise in this area. PCWA would need compensation for Ms. Rodarte’s contributions.

The proposed action would be to grant the RWA Executive Director authority to enter into an MOU with PCWA for Ms. Rodarte’s time. The MOU would provide the ability, not to exceed, payment of \$57,000 from time of execution through the second quarter of 2026, with the authority given to the RWA Executive Director to increase the amount to \$91,500 if additional services are needed. The general scope of services would be assistance in building the watershed network, technical assistance, review of project teamwork, and review of the Watershed Plan.

The draft Memorandum of Understanding will be distributed separately from this Board Packet.

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

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

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

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

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

SAVE THE DATE

SGMA 10-Year Anniversary The RWA will be a key participant in the SGMA 10-Year Anniversary Event on November 18, from 8 a.m. to 5 p.m., hosted by the California Department of Water Resources. Mr. Peifer appears in a commemorative video reflecting on SGMA’s role in sustainable water management in the Sacramento region. Mr. Joseph will join a panel discussion at the event. Learn more about the event [here](#).

RWA at ACWA Fall Conference Please join us for an RWA member reception at the ACWA Fall Conference in Palm Desert, on Tuesday, December 3 at 4 p.m. Light appetizers and refreshments will be available. Details will be sent via email during the conference.

Annual Holiday Social Please join us during the Annual Holiday Social December 12, 2024, at 6:00 pm on the Delta King, 1000 Front Street, Sacramento, CA. Enjoy a festive evening with hors d’oeuvres, a carving station, desserts, and holiday cheer. Tickets are \$40. The RSVP and Payment portal is available [here](#).

Proposition 4

While the ballots are still being counted, several [newspapers](#) have suggested that Proposition 4, *The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024* (Prop 4) was approved by the voters. As Board members know, the RWA took a position of

support on Prop 4. Staff anticipates that the member agencies in the region could benefit from the funding made available from the Bond.

Related to Prop 4, Mr. Peifer represented RWA and the Sacramento Metro Chamber at an October 24 media event promoting Proposition 4. Mr. Peifer joined State Senator Angelique Ashby and Sacramento Mayor Darell Steinberg in highlighting the bond's benefits to the Sacramento region.

Watershed Resilience Pilot Project

The RWA issued a press release for the Watershed Resilience Pilot Project. Funded by a \$2 million grant from the Department of Water Resources, the project aims to create a blueprint for safeguarding local watersheds. You can find the release [here](#).

Water Forum

Mr. Ojakian presented an update on the Watershed Resilience Pilot at the October 31 Water Forum Plenary. A discussion about challenges, opportunities, and ways in which the Water Forum can be part of the pilot and benefit from the pilot occurred. The presentation and discussion were recorded and are available through the Water Forum.

The Sacramento Regional Water Bank and its infrastructure were highlighted as vital for achieving the Water Forum's coequal objectives at the October 11 Water Forum Plenary.

Healthy Rivers and Landscapes Program (Voluntary Agreements)

On October 25, 2024, the State Water Resources Control Board released a draft outlining potential updates to the Bay-Delta Water Quality Control Plan. This draft presents regulatory pathway options, including unimpaired flow, an approach based on the Healthy Rivers and Landscapes (HR&L) Program, and two modular alternatives. Five workshops are scheduled between November 20, 2024, and January 23, 2025, with public comments due by December 19, 2024. The RWA will work with state, federal, and tributary HR&L Program partners to develop input for the workshops and will submit comments on the potential updates. The public notice and draft document are available [here](#).

Outreach

Mr. Ojakian interviewed Pablo Garza, Chief Consultant for the Assembly Committee on Water Parks and Wildlife, on Thursday, November 7 at 10 a.m. Discussions included post-election insights and strategies for water providers to effectively advance their interests in the California Legislature. Mr. Garza shared 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.

Water Bank

Work is continuing work on the Sacramento Regional Water Bank with consultants and staff advancing the modeling and environmental analysis work. The next meeting of the Water Bank Program Committee meeting is scheduled for Wednesday, November 20, from 11 a.m. to 1 p.m.

The Sacramento Regional Water Bank and its infrastructure were highlighted as vital for achieving the Water Forum's coequal objectives at the October 11 Water Forum Plenary.

Agenda Item 9

Water Efficiency

RWA's Water Efficiency Program is expanding its school education program, Drip Drop, Hip Hop: A Journey Through the American River Watershed, to both Placer and El Dorado Counties. First up in November is a presentation at Weimar Hills Elementary School. Interested in bringing the program to a school near you? Contact Amy Talbot at atalbot@rwah2o.org for information.

Financial

Unaudited RWA financial reports including income statement and quarterly balance through September 2024 are attached.

ATTACHMENT:

Attachment 1- Financial Reports

California State Treasurer *Fiona Ma, CPA*



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

October 14, 2024

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[PMIA Average Monthly Yields](#)

SACRAMENTO GROUNDWATER AUTHORITY

FINANCE MANAGER
2295 GATEWAY OAKS DRIVE
SACRAMENTO, CA 95833

[Tran Type Definitions](#)

Account Number: 90-34-020

September 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,067,726.08
Total Withdrawal:	0.00	Ending Balance:	2,067,726.08



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$1,603,258.31	\$1,603,258.31
Contribution	0.00	0.00
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	130,703.10	130,703.10
Administrative Expenses	(204.72)	(204.72)
Investment Expense	(150.80)	(150.80)
Other	0.00	0.00
Ending Balance	\$1,733,605.89	\$1,733,605.89
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	0.00
Grand Total	\$1,733,605.89	\$1,733,605.89

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	70,638.447	70,638.447
Unit Purchases from Contributions	0.000	0.000
Unit Sales for Withdrawals	0.000	0.000
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	70,638.447	70,638.447
Period Beginning Unit Value	22.696679	22.696679
Period Ending Unit Value	24.541958	24.541958

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22 and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.

Statement of Transaction Detail for the Quarter Ending 09/30/2024

Regional Water Authority

Entity #: SKB0-6065061198



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
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Client Contact:
CERBT4U@CalPERS.ca.gov



Per California Government Code 6505.5 (e), RWA reports the following unaudited information:

For the period ending September 30, 2024

Cash in checking account:	\$	13,199
LAIF balance:	\$	2,067,726

For the period of July 1, 2024 to September 30, 2024

Total cash receipts for the period:	\$	2,073,578
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Total cash disbursements for the period:	\$	1,555,802
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REGIONAL WATER AUTHORITY

Income Statement

Year-to-Date Performance, September 2024 - 1 month back, Consolidated
by account

	<i>3 Months Ended September 30, 2024</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
REVENUES				
Core Revenues				
Annual Assessments	1,145,186	1,145,183	(3)	100.0 %
Affiliate Members Annual	7,200	7,200	0	100.0 %
Associate Membership Annual	74,922	74,922	0	100.0 %
Miscellaneous Revenue	1,921	7,000	5,079	27.4 %
Interest on S/T Investments	26,944	80,000	53,056	33.7 %
TOTAL Core Revenues	1,256,173	1,314,305	58,132	95.6 %
Grant and Program Revenues				
State Revenues	59,136	0	(59,136)	
WEP Revenues	529,628	0	(529,628)	
TOTAL Grant and Program Revenues	588,764	0	(588,764)	
TOTAL REVENUES	1,844,937	1,314,305	(530,632)	140.4 %
TOTAL REVENUE	1,844,937	1,314,305	(530,632)	140.4 %
GROSS PROFIT	1,844,937	1,314,305	(530,632)	140.4 %
OPERATING EXPENDITURES				
Staff Expenses				
General Salaries	390,902	1,631,312	1,240,410	24.0 %
Benefits/Taxes	135,709	741,160	605,451	18.3 %
Payroll Clearing	(767)	0	767	
Travel / Meals	2,077	45,000	42,923	4.6 %
Professional Development	0	14,000	14,000	
TOTAL Staff Expenses	527,921	2,431,472	1,903,551	21.7 %
Office Expenses				
Rent & Utilities	24,686	75,000	50,314	32.9 %
Insurance	17,501	52,000	34,499	33.7 %
Office Maintenance	495	2,200	1,705	22.5 %
Telephone	380	10,000	9,620	3.8 %
Dues and Subscription	23,508	30,000	6,492	78.4 %
Printing & Supplies	803	25,000	24,197	3.2 %
Postage	610	4,200	3,590	14.5 %
Meetings	1,606	6,000	4,394	26.8 %

	<i>3 Months Ended September 30, 2024</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
Events	1,000	24,000	23,000	4.2 %
Computer Equipment/Support	8,660	44,000	35,340	19.7 %
TOTAL Office Expenses	79,249	272,400	193,151	29.1 %
Professional Fees				
ADP / Banking Charges	1,124	3,600	2,476	31.2 %
Audit Fees	0	35,000	35,000	
Legal Fees	16,923	90,000	73,077	18.8 %
GASB 68 reporting fee	700	0	(700)	
Consulting Expenses - General	35,514	309,000	273,486	11.5 %
Powerhouse Science Center Payments	0	25,000	25,000	
TOTAL Professional Fees	54,262	462,600	408,338	11.7 %
SGA and Program Admin Exp Reimbursement				
SGA Service Agreement Fee	(195,150)	0	195,150	
TOTAL SGA and Program Admin Exp Reimbursen	(195,150)	0	195,150	
Grant and Program Expenses				
Grant Expenses - Direct and PT	374,899	0	(374,899)	
Program Expenses - Direct	252,884	0	(252,884)	
TOTAL Grant and Program Expenses	627,783	0	(627,783)	
TOTAL OPERATING EXPENDITURES	1,094,065	3,166,472	2,072,407	34.6 %
OPERATING INCOME (LOSS)	750,872	(1,852,167)	(2,603,039)	-40.5 %
NET OPERATING INCOME (LOSS)	750,872	(1,852,167)	(2,603,039)	-40.5 %
NET INCOME (LOSS) NET OF PROGRAM	750,872	(1,852,167)	(2,603,039)	-40.5 %



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

SUBMITTED BY:	Jim Peifer Executive Director	PRESENTER:	Brett Ewart Chair
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EXECUTIVE SUMMARY

This is an information item to provide an opportunity for the Regional Water Authority Board of Directors 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.