



Michael Saunders, Chair

Sean Twilla, Vice Chair	Chris Nelson, Director
Bruce Kamilos, Director	Robert Wichert, Director
Ron Greenwood, Director	Nichole Baxter, Director
Brett Ewart, Director	Michael Grinstead, Director

REGIONAL WATER AUTHORITY EXECUTIVE COMMITTEE MEETING

**Tuesday, April 28, 2026
at 1:30 p.m.**

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

IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

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

Join Zoom Meeting

<https://us06web.zoom.us/j/87910700156>

Meeting ID: 879 1070 0156

Dial by your location

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

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

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

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

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENT:

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

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

3.1 Approve draft meeting minutes of March 17, 2026, Executive Committee meeting

3.2 Recommend approval by the RWA Board of Directors of new affiliate membership – INTERA

Action: Approve Consent Calendar

4. INFORMATION: STRATEGIC PLAN 2030

Presenters: Jerry Azevedo and Bill Mueller of Integrated Communication Strategies

5. HEALTHY RIVERS AND LANDSCAPES /ARTESIAN AGREEMENTS

Presenter: Michelle Banonis, Strategic Affairs Manager

Action: Recommend approval of the Healthy Rivers and Landscape/ARTESIAN agreements to the Board of Directors

- **Interagency Agreement for Cost-Sharing for Science Habitat Plan for HRLP**
- **Amendment #1 to ARTESIAN agreement**
- **Amendment #1 to West Yost agreement – Grant Management**

6. RWA FISCAL YEAR 2026-2027 BUDGET

Presenter: Tom Hoffart, Finance Director

Action: Approve the RWA Fiscal Year 2026-2027 Budget and Recommend adoption by the RWA Board of Directors

7. RWA WEBSITE REDESIGN AND COMPLIANCE

Presenter: Ashley Flores, Associate Project Manager

Action: Discuss and approve agreement with Streamline-CivicPlus for website upgrades for ADA compliance

8. RWA BOARD MEETING AGENDA

Presenter: Jim Peifer, Executive Director

Action: Approve RWA Board Meeting Agenda for May 14, 2026

9. LEGISLATIVE UPDATE

Presenter: Ryan Ojakian, Manager of Government Relations

Action: Take positions on State and Federal legislation on any bill pending in the State Legislature or Congress upon a recommendation by staff and a discussion on the bill within the Executive Committee

10. INFORMATION: RWA PROGRAM UPDATES

Presenter: Jim Peifer, Executive Director

11. EXECUTIVE DIRECTOR'S REPORT

12. DIRECTORS' COMMENT

ADJOURNMENT

Upcoming meetings:

Next RWA Board of Director's Meeting: Regular RWA Board Meeting, July 9, 2026, at 9:00 a.m. at the Fair Oaks Water District, 10326 Fair Oaks Blvd., Fair Oaks, CA 95628. The location is subject to change.

Next RWA Executive Committee Meeting: The next RWA Executive Committee Meeting is scheduled for May 26, 2026, at 1:30 p.m. at the RWA Office located at 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833.

Notification will be emailed when the RWA electronic packet is complete and posted on the RWA website at: <https://www.rwah2o.org/meetings/board-meetings/>.

Posted on: April 24, 2026

Ashley Flores

Ashley Flores, CMC, Clerk of the Board



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

SUBMITTED BY:	Ashley Flores, CMC Board Clerk	PRESENTER:	Michael Saunders Chair
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EXECUTIVE SUMMARY

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

As noted on the agenda, members of the public who wish to address the committee may do so at this time. Please keep your comments to less than three minutes.

STAFF RECOMMENDED ACTION

None. This item is for information only.

BACKGROUND

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

3.0 CONSENT CALENDAR



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

SUBMITTED BY: Ashley Flores, CMC
Board Clerk

PRESENTER: Ashley Flores, CMC
Board Clerk

EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Executive Committee to review and consider approving the draft minutes of the Regional Water Authority Executive Committee Meeting of March 17, 2026.

STAFF RECOMMENDED ACTION

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

BACKGROUND

The draft minutes of the above referenced meetings are included with this Agenda. The minutes reflect the RWA Policy 200.1 to document specific details on items discussed at the meetings. The Executive Director may list on the agenda a "consent calendar," which will consist of routine matters on which there is generally no opposition or need for discussion. Examples of consent calendar items might include approval of minutes, financial reports and routine resolutions. Any matter may be removed from the consent calendar and placed on the regular calendar at the request of any member of the Board. The entire consent calendar may be approved by a single motion made, seconded and approved by the Board.

FINDING/CONCLUSION

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

ATTACHMENTS

Attachment 1- Draft meeting minutes of the Regional Water Authority Executive Committee Meeting of March 17, 2026

1. CALL TO ORDER

Chair Saunders called the meeting of the Executive Committee to order on March 17, 2026, at 1:30 p.m. at the RWA Board Room located at 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. Six of the Executive Committee Members were present at roll call; a quorum was established. Individuals in attendance are listed below:

Executive Committee Members

Michael Saunders, Georgetown Divide Public Utility District, Chair
Sean Twilla, Golden State Water Company
Nichole Baxter, California American Water
Chris Nelson, City of Lincoln
Bruce Kamilos, Elk Grove Water District
Michael Grinstead, Sacramento County Water Agency – arrived at 1:42 p.m.
Robert Wichert, Sacramento Suburban Water District

Staff Members

Jim Peifer, Tom Hoffart, Ryan Ojakian, Trevor Joseph, Michelle Banonis and Ashley Flores.

Others in Attendance:

Nick Mirman, Executive Director, Capital Caucus Foundation

2. PUBLIC COMMENT

None

3. CONSENT CALENDAR

Director Kamilos pulled Consent Calendar Item 3.2 Task Order #5 for Professional Services Agreement with Khadam Consulting for further information on the scope

3.1 Approve draft meeting minutes of February 17, 2026 Executive Committee meeting.

A motion was made to the Consent Calendar as amended.

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

Michael Saunders, Georgetown Divide Public Utility District; Sean Twilla, Golden State Water Company; Nichole Baxter, California American Water; Chris Nelson, City of Lincoln;

Bruce Kamilos, Elk Grove Water District; and Robert Wichert, Sacramento Suburban Water District; voted yes. Motion passed.

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

3.2 Approve Task Order #5 for Professional Services Agreement with Khadam Consulting for an additional not to exceed amount of \$45,000.

A motion was made to approve Task Order #5 for Professional Services Agreement with Khadam Consulting for an additional not to exceed amount of \$45,000.

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

Michael Saunders, Georgetown Divide Public Utility District; Sean Twilla, Golden State Water Company; Nichole Baxter, California American Water; Chris Nelson, City of Lincoln; Bruce Kamilos, Elk Grove Water District; and Robert Wichert, Sacramento Suburban Water District; voted yes. Motion passed.

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

4. PRESENTATION: CAPITAL CAUCUS FOUNDATION

This was a presentation discussion item to provide an opportunity for the Regional Water Authority Executive Committee to receive and file a presentation from Nick Mirman, Executive Director of Capital Caucus Foundation and answer any questions the Committee has regarding their mission.

No action taken, information only.

Mr. Mirman exited at 1:57 p.m.

5. FY 2026/27 BUDGET PLANNING

Executive Director Peifer and Finance Director Hoffart presented this discussion item to brief the Executive Committee on the Fiscal Year 2026 - 2027 Budget.

No action taken, information only. Staff direction provided on key issues for the FY 2026/27 Budget.

6. APPROVE OTHER POST-EMPLOYMENT BENEFITS ACTUARIAL VALUATION REPORT AS OF JUNE 30, 2025 AND CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST ASSET ALLOCATION STRATEGY

This was an action item presented by Finance Director Hoffart for the Executive Committee to approve the Other Post-Employment Benefits (OPEB) Actuarial Valuation report as of June 30, 2025 and to approve the California Employers' Retiree Benefit Trust (CERBT) Asset Allocation Strategy.

A motion was made to approve and accept the OPEB Actuarial Valuation report as of June 30, 2025; and consider and approve CERBT Asset Allocation Strategy 1.

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

Michael Saunders, Georgetown Divide Public Utility District; Sean Twilla, Golden State Water Company; Nichole Baxter, California American Water;; Chris Nelson, City of Lincoln; Bruce Kamilos, Elk Grove Water District; Michael Grinstead, Sacramento County Water Agency; and Robert Wichert, Sacramento Suburban Water District; voted yes. Motion passed.

Ayes- 7
Noes- 0
Abstained- 0
Absent- 2

7. LEGISLATIVE UPDATE

This was an action item presented by Ryan Ojakian, Government Relations Manager for the Executive Committee to take position on State and Federal legislation.

A motion was made to support positions on State and Federal legislation including support and amend SB1125.

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

Michael Saunders, Georgetown Divide Public Utility District; Nichole Baxter, California American Water; Ron Greenwood, Carmichael Water District; Chris Nelson, City of Lincoln; Bruce Kamilos, Elk Grove Water District; Michael Grinstead, Sacramento County Water Agency; and Robert Wichert, Sacramento Suburban Water District; voted yes. Motion passed.

Ayes- 7
Noes- 0
Abstained- 0
Absent- 2

8. RWA PROGRAM UPDATES

Executive Director Peifer presented this information item for the Executive Committee to receive a report on the various programs and initiatives the RWA and SGA currently have underway. These programs and initiatives included: The Sacramento Regional Water Bank, the North American Subbasin (NASb) Groundwater Sustainability Plan (GSP)

update, implementation of the current NASb GSP, the Watershed Resilience Pilot Project, the Water Forum Agreement update, the Healthy Rivers and Landscapes Program, and the Reinitiation of Consultation for the Biological Opinions. The report included key milestones reached to date, the overall status of the programs, upcoming key milestones, and current and future anticipated resources.

No action taken, information only.

9. EXECUTIVE DIRECTOR'S REPORT

Executive Director Peifer reported on the next Coffee & Conversations with John Watts, Water Policy Counsel for Senator Alex Padilla on April 15, 2026 at 10:00 a.m., registration is now open.

10. DIRECTORS' COMMENT

None

ADJOURNMENT

Chair Saunders adjourned the meeting at 3:40 p.m.

By:

Attest:

Michael Saunders, RWA Chair

Ashley Flores, CMC, Clerk of the Board

Topic: New Members
Type: Consent Calendar
Item For: Action; Motion to Recommend Approval of RWA Board
Purpose: Routine; Fiscal/Budget; [RWA Policy 100.6](#)

SUBMITTED BY:	Ashley Flores, CMC Secretary	PRESENTER:	Ashley Flores, CMC Secretary
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EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Executive Committee to recommend approval by the Regional Water Authority Board of Directors of the admission of new members to the Regional Water Authority resulting in new annualized contributions of \$800.00.

STAFF RECOMMENDED ACTION

Recommend approval by the Regional Water Authority Board of Directors of the admission of INTERA as an Affiliate member.

BACKGROUND

INTERA is a geologic and hydrogeologic consulting firm with a strong presence in California and offices in Sacramento, Torrance, and San Diego. We specialize in providing exceptional service and expertise in water resources, mining, and environmental resources and, as a company, have over 50 years of history in hydrogeology and wellfield support. INTERA has a reputation for helping water resource managers tackle complex challenges and our water resources experience in California includes groundwater sustainability plan development and compliance under the Sustainable Groundwater Management Act, groundwater modeling, well design and construction, groundwater recharge including managed aquifer recharge, aquifer storage and recovery systems, regulatory compliance, and water quality remediation including PFAS. Our Sacramento team has experience supporting the North American Subbasin and associated agencies with groundwater sustainability plan development and implementation, groundwater planning and management, hydrogeologic investigations, aquifer storage and recovery programs, and wellfield development.

INTERA represents and consult with a variety of agencies including groundwater sustainability agencies, municipalities, water wholesale providers, special districts (i.e., irrigation districts), and governmental agencies (i.e., DWR), to name a few. INTERA’s mission is to support sustainable resource management through innovation and stewardship. We strive to foster collaboration with project partners and clients, to provide the best practical solutions in managing water responsibly for the future. In pursuing an affiliate membership with the RWA, we aim to support the RWA’s mission of preserving and enhancing the region’s water supply. The affiliate membership will help INTERA stay current on RWA’s ongoing efforts and water management priorities and allow us to

better serve the RWA and its member agencies in achieving the region's goals.

RWA Policy

Entities eligible to become Regional Water Authority (RWA) Associate Members include public or private entities with an interest and management role in regional water matters that are not eligible for other classes of membership in RWA. The purpose of the Affiliate relationship is to promote communication between water managers and the community and to support RWA's efforts to educate and inform the public.

Entities that may become Affiliates include, but are not limited to Cities and Counties that are not water providers; special districts that are not water providers, such as park, cemetery or fire districts; trade associations; chambers of commerce; businesses and institutions that are major water users; and entities that provide services to water providers.

Agencies or water utilities that deliver potable retail or wholesale water in this region are not eligible to become RWA Affiliates, as these agencies are eligible to become RWA Members or Contracting Entities. Agencies or entities with other water management authorities are not eligible to become RWA Affiliates, as these agencies are eligible to become RWA Associate Members.

Each entity that applies to become an RWA Affiliate must be approved by a two thirds majority vote of the RWA Board of Directors. Board approval will be dependent on a demonstration that the Affiliate member will provide support to the mission and goals of RWA. RWA Affiliates do not hold a seat on the RWA.

Board, and therefore are not eligible to vote on RWA Board business or policy matters, including legislative/policy issues under Section 7(a) of the RWA joint powers agreement. RWA Affiliates pay an annual fee \$800 per year, which will be subject to adjustment from time to time by the RWA Board. RWA Affiliates are not eligible to participate directly in RWA subscription programs.

FINDING/CONCLUSION

INTERA has expressed interest in becoming an Affiliate member. As an Affiliate Member, they intend to support RWA through our specialized expertise, increased engagement with fellow members, and our advocacy in support of the RWA vision. Staff recommends the admittance of INTERA as an Affiliate member.

ATTACHMENTS

Attachment 1- Supporting Letter from INTERA dated March 30, 2026



INTERA Incorporated
1610 R Street, Suite 300
Sacramento, CA 95811
+1 (530) 680 5756
INTERA.com



3/30/2026

Jim Peifer
Executive Director
Regional Water Authority
2295 Gateway Oaks Drive, Ste 100
Sacramento, CA
95833

RE: RWA Affiliate Membership

Dear Mr. Peifer,

This letter serves to express the interest of INTERA Incorporated (INTERA) in obtaining an affiliate membership with the Regional Water Authority (RWA).

INTERA is a geologic and hydrogeologic consulting firm with a strong presence in California and offices in Sacramento, Torrance, and San Diego. We specialize in providing exceptional service and expertise in water resources, mining, and environmental resources and, as a company, have over 50 years of history in hydrogeology and wellfield support. INTERA has a reputation for helping water resource managers tackle complex challenges and our water resources experience in California includes groundwater sustainability plan development and compliance under the Sustainable Groundwater Management Act, groundwater modeling, well design and construction, groundwater recharge including managed aquifer recharge, aquifer storage and recovery systems, regulatory compliance, and water quality remediation including PFAS. Our Sacramento team has experience supporting the North American Subbasin and associated agencies with groundwater sustainability plan development and implementation, groundwater planning and management, hydrogeologic investigations, aquifer storage and recovery programs, and wellfield development.

We represent and consult with a variety of agencies including groundwater sustainability agencies, municipalities, water wholesale providers, special districts (i.e., irrigation districts), and governmental agencies (i.e., DWR), to name a few. INTERA's mission is to support sustainable resource management through innovation and stewardship. We strive to foster collaboration with project partners and clients, to provide the best practical solutions in managing water responsibly for the future. In pursuing an affiliate membership with the RWA, we aim to support the RWA's mission of preserving and enhancing the region's water supply. The affiliate membership will help INTERA stay current on RWA's ongoing efforts and water management priorities and allow us to better serve the RWA and its member agencies in achieving the region's goals.

We appreciate your time and consideration in INTERA's pursuit of affiliate membership with the RWA. It is our hope to be a partner of the RWA and the region as you continue to advance sustainable water resource management and pioneer creative solutions to water resource problems.

Sincerely,

INTERA Incorporated



Trevor Kent
Senior Hydrogeologist



Ryan Alward, PG, CHG
Director, Business Development, Western
Region



Topic: Strategic Plan 2030 Update
Type: New Business
Item For: Discussion; No action required
Purpose: General

SUBMITTED BY:	Ashley Flores, CMC Associate Project Manager	PRESENTER:	Ashley Flores, CMC Associate Project Manager
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EXECUTIVE SUMMARY

This is a discussion item for the Regional Water Authority Executive Committee to receive an update on the Strategic Plan 2030 project from our consultants Mr. Jerry Azevedo and Bill Mueller, Integrated Communication Strategies (ICS).

STAFF RECOMMENDED ACTION

None. Information only.

BACKGROUND

ICS is currently in the information gathering part of the review conducting interviews with RWA membership. Earlier this month they met with RWA staff and interviewed the group capturing a robust conversation. The Ad Hoc Committee also met with ICS prior to this Executive Committee meeting today.

FINDING/CONCLUSION

Staff projects that the draft strategic plan will be available for review Fall 2026 and we anticipate opportunities for the ad hoc committee and executive committee to participate in the process through the year.

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Topic: Supporting Agreements for the Healthy Rivers and Landscapes Program
Type: New Business
Item For: Action/Discussion
Purpose: Policy 300.2 (Professional Services Selection and Contracting Policy)

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

This is an action item for the acquisition of services for or amendments to several agreements to support the development or implementation of the Healthy Rivers and Landscapes Program (HRL). Along with a regulatory pathway of unimpaired flow, the HRL is presented as an option to meet objectives in the State Water Resources Control Board's (State Board's) *December 2025 Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed* (Bay-Delta Plan Update). The Bay-Delta Plan Update is anticipated to be adopted by the State Board later this year. The following agreements or amendments are needed to support or augment the HRL:

- American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement, Amendment No. 1 (Amendment #1 to the ARTESIAN). This amendment will be executed by RWA and HRL Parties.
- Amendment to Agreement – ARTESIAN Grant Management Services for Budget Augmentation (West Yost Agreement Amendment). This amendment will be executed by RWA and West Yost.
- Interagency Agreement for Cost-Sharing for Science and Habitat Plan for HRL (Water Forum Science and Habitat Agreement). This agreement will be executed between RWA, the Sacramento Water Forum (Water Forum Office), and the HRL Parties.

STAFF RECOMMENDATION:

Motion to recommend to the Board of Directors to authorize the Executive Director to execute:

- (1) Amendment #1 to ARTESIAN;
- (2) Amendment #1 to the West Yost Agreement Amendment; and
- (3) Water Forum Science and Habitat Agreement

BACKGROUND

RWA executed an agreement with the California Department of Water Resources (DWR) on January 21, 2023 (State Agreement). This agreement provided \$55 million in funding to the region for groundwater infrastructure projects to augment the HRL and to provide groundwater pumping (flow) in Dry and Critical year types to allow reduced surface diversions, thus allowing added flow to the Lower American River. In turn, RWA and the funding recipients (Local Project Sponsors, or

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LPS) executed the ARTESIAN to, among other terms, allow RWA to collect funding from DWR and distribute it to the designated LPS. Based on feedback received from several LPS, an amendment request was made to DWR to 1) extend the completion dates of the projects to December 31, 2026, with final invoices being submitted no later than March 31, 2027; and 2) revise some project descriptions. DWR granted the amendment request to the State Agreement on January 29, 2026.

ARTESIAN

In order to govern administration of state funds provided to RWA, RWA and anticipated funding recipients developed a program agreement, the ARTESIAN, which was approved by the Executive Committee on September 14, 2023. Because DWR granted the State Agreement amendment request, the ARTESIAN also has specific terms that need to be updated. These terms include updates to several LPS's project descriptions as well as understanding that the timeline to provide groundwater pumping was originally predicated on a potential earlier HRL start date. This date has been modified in Amendment #1 to the ARTESIAN to account for this shift in timelines. There is no shifting of funding or added funding associated with this amendment.

WEST YOST AMENDMENT

Since January 2024, West Yost has been providing support in compiling the submittal materials required for the grant. The agreement, held between RWA and West Yost, and using grant funding, has provided support to RWA staff in compiling necessary submittal materials for DWR. This agreement was in the amount of \$380,000 and came from the \$1.1 million allocated for administrative expenses when the funding was originally obligated under the grant. The work by West Yost has included:

- Working with funding recipients to obtain necessary information and using this information to compile required quarterly reports on the schedule provided in the Project Background. The consultant is expected to begin work to support the January 19, 2024 submittal to the State and continue work until the Project Completion Report.
- Preparing invoices and reports that meet State format and content requirements.
- Ensuring all environmental permitting and compliance information and plans and specifications are obtained and are in conformance with requirements listed in the Agreements.
- Ensuring that all work performed is accounted for at a task level in the Quarterly Progress Reports.
- Preparation of the Project Completion Report in accordance with State requirements.
- Quality assurance and quality control of all completed documentation.

The term of this agreement currently expires May 2026. Staff is requesting an amendment to the professional services agreement to extend the services for a year for \$601,114 with work, including all grant closeout, being completed by June 30, 2027. This extension will line up with the grant extension timeline and effort required for the additional one year of effort as well as allow for all necessary labor and quality assurance and control work needed to close out the grant. This funding will come from the original \$1.1 million allocated for administrative expenses and will also allow sufficient remaining funds needed for RWA staff time expended for the grant until the end of

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the contract term. If any funds are remaining from the \$1.1 million of designated administrative costs near the end of the grant period later this year, then RWA will work with ARTESIAN participants to redistribute any remaining funds to LPS, as appropriate.

Water Forum Science and Habitat Agreement

The Water Forum Science and Habitat Agreement supports HRL Science Plan development, which is a requirement of statewide HRL program and is to provide the framework and specific approach for assessment of the Flow and Non-Flow Measures and for addressing several important and broad-scale ecosystem management questions. The plan would be managed by the Water Forum Office and the Regional Water Authority representing the HRL participants including: California American Water Company; Carmichael Water District; Citrus Heights Water District; City of Folsom; City of Roseville; City of Sacramento; El Dorado Irrigation District; Fair Oaks Water District; Foresthill Public Utility District; Georgetown Divide Public Utility District; Golden State Water Company; Orangevale Water Company; Placer County Water Agency; Sacramento County Water Agency; Sacramento Suburban Water District; and San Juan Water District. The agreement would be signed by RWA, the Water Forum Office, and the HRL participants.

The agreement is needed for two primary purposes:

- 1) Science plan development for the statewide HRL has been vast and labor-intensive and above original estimates of engagement for Water Forum Office staff; and
- 2) Costs for the Water Forum Office, which were to be paid solely from per acre-foot charges on actual water deliveries, were developed nearly a decade ago. Since this time, costs have risen for the development and implementation of science and monitoring programs.

While RWA currently has a subscription program for the management of HRL-related items, it does not include all HRL parties and is voluntarily paid for by Common Interest Management Services (CIMS) participants. Because all HRL implementing parties will be responsible for sharing costs, the Water Forum Science and Habitat Agreement would be the first agreement that will shape how future agreements under the American River-specific HRL will function. As the HRL shifts to adoption later this year, responsibilities for successful implementation will be placed on implementing parties – the same as the signatories to this agreement.

The same funding breakdown used for the overall American River HRL (per acre-foot diversion) would be applied for this agreement for a total amount to be split between thirteen parties in the amount of \$316,939. This funding would not be an up-front payment but would be reimbursed to the Water Forum Office based on invoices received by RWA.

FISCAL IMPACT

There is no fiscal impact to the RWA core budget for the proposed amendments and the Proposed Interagency Agreement for Cost-Sharing for Science Habitat Plan for HRLP between Water Forum and RWA.

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FINDING/CONCLUSION

Staff recommends the Executive Committee recommend approval of both amendments and the Water Forum Science and Habitat Agreement to support the ongoing efforts of the ARTESIAN, CIMS and the American River HRL Program. The Executive Committee could choose to not recommend approval, doing so will stop administrative support for CIMS and progress on the implementation of the HRL Program.

ATTACHMENTS

Attachment 1- ARTESIAN Agreement

Attachment 2- Proposed Amendment #1 to ARTESIAN Agreement

Attachment 3- West Yost Consultant Services Agreement with RWA

Attachment 4- Proposed Amendment #1 to West Yost Consultant Services Agreement with RWA

Attachment 5- Proposed Interagency Agreement for Cost-Sharing for Science Habitat Plan for HRLP between Water Forum and RWA

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

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

1. Recitals

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

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

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

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

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

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

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

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

1.7. As part of the (unratified and unexecuted) 2019 Voluntary Agreement proposal (“2019 VA Proposal”) for the American River region, American River groundwater providers, including the Participants, proposed to make available 30 thousand acre-feet (“TAF”) of water available through groundwater replenishment in up to 3 of 8 Dry (D) or Critical (C) years¹ through a combination of existing or new facilities and the Sacramento Regional Water Bank. This water will be released from upstream storage through Folsom Reservoir by Reclamation or will occur downstream of Folsom Reservoir in the Lower American River as a result of reduced surface water diversions. Groundwater replenishment for flows made to the Lower American River will be completed no later than March 1 of the following calendar year. The 2019 VA Proposal included a request from American River groundwater providers for a combined amount of \$55 million for infrastructure to make this water available.

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

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

4. Project Description

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

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

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

5. RWA Responsibilities

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

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

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

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

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

6. Participant Responsibilities

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

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

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

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

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

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

6.6. Flow Contribution.

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

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

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

7. Project Coordination and Prioritization

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

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

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

7.3. Commitment to Participate in a Readiness Review

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

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

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

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

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

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

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

7.5. Flow Accounting

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

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

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

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

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

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

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

8. Breach; Termination; Withdrawal

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

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

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

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

8.5. Effect of Termination or Withdrawal.

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

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

9. Project Liability and Indemnity

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

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

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

10. General Provisions

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

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

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

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

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

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

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

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

[Signatures on Following Pages]

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

EXHIBIT 1A

PROJECT PARTICIPANT FUNDING AWARD AND FLOW CONTRIBUTION

Funding Recipient	Flow Commitment² (AF)	State Funding Provided (Million \$)
Carmichael Water District	3,800	6.83
Citrus Heights Water District	1,963	3.53
City of Roseville	4,460	8.01
City of Sacramento	3,932	7.06
Fair Oaks Water District	1,374	2.47
Golden State Water Company	763	1.37
Orangevale Water Company	460	0.83
Sacramento Suburban Water District	10,488	18.84
Sacramento County Water Agency	2,760	4.96
RWA Administration		1.10
Total	30,000	55.00

² The total commitment provided here assumes streamflow depletion factor is included.

EXHIBIT 1B

PROJECTS TO BE FUNDED

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

Priority 1 Projects

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

Priority 2 Projects

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

EXHIBIT 2

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

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

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

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

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

EXHIBIT 2, APPENDIX A

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

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

Agreement [#]

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

VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE AMERICAN RIVER

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

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

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

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

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

Agreement [#]

5. BASIC CONDITIONS.

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

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

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

Agreement [#]

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

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

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

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M. Costs incurred for any work for which State's concurrence in Lead Agency's CEQA documents is required but not received prior to the deadline to request reimbursement of costs in accordance with Paragraph 2, "Term of Funding Agreement."

8. METHOD OF PAYMENT.

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

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

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

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All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

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

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

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- i. Declare the funding be immediately repaid.
- ii. Terminate any obligation to make future payments to Funding Recipient.
- iii. Terminate the Funding Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Funding Recipient must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - B. If the Funding Recipient is diverting surface water, the Funding Recipient must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.
 - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
 - F. Facilitating Improvements to Systemwide Habitat Program Guidelines Funding Requirements.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a required for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

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- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after date of agreement execution with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final Project by a registered civil engineer, consistent with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation. The Post-Performance Report shall include well production information from the wells supporting the flow contribution defined in this agreement. This will include the names and locations of wells providing water as well as extraction and recharge data at those locations. See also Exhibit G, Requirements for Data Submittal, for web links and information regarding State monitoring and data reporting requirements. The report should also specify baseline conditions, data collection and method and/or systems used, frequency of data collection and location of data collection relative to the project site.

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

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14. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Funding Recipient or a Local Project Sponsor (LPS) regarding the Project or that may affect the Project in any way.
 - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

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

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

Direct all inquiries to the Project Manager:

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

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

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Authorization

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

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


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

Agreement [#]

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

DEPARTMENT OF WATER RESOURCES

REGIONAL WATER AUTHORITY



for James Peifer

Steve Rothert
Manager, Division of Multibenefit Initiatives

James Peifer
Executive Director

Date 7/21/2023

7/21/2023
Date _____

Approved as to Legal Form and Sufficiency



Robin Brewer
Assistant General Counsel,
Office of General Counsel

Date 7/21/2023

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EXHIBIT A

WORK PLAN

Groundwater Infrastructure Projects

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

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

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

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

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Project Administration by Funding Recipient

Task 1: Agreement Administration

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

Task 2: Invoicing

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

Deliverables:

- Quarterly Invoices and associated backup documentation.

Task 3: Reporting

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

Deliverables:

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

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

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

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Priority 1 Projects

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

Priority 2 Projects

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

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Flow Contribution

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

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

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

- If a regulatory or other action by the State of California, or one of its agencies, imposes or effects a constraint on the ability of one or more Local Project Sponsors so that they collectively cannot make the full volume of the Flow Contribution, the required amount of the Flow Contribution, and each Annual Flow Contribution, will be reduced consistent with the scope of that constraint, as documented by the Funding Recipient.
- If the Funding Recipient, or one or more Local Project Sponsors, are unable to make an Annual Flow Contribution due to reasons beyond their control, including the Bureau of Reclamation's operation of Folsom Dam and Reservoir, the Funding Recipient, Local Project Sponsors, and DWR will meet and confer regarding potential adjustments in the Flow Contribution commitment. The parties acknowledge that the Local Project Sponsors pump groundwater from basins that are subject to the Sustainable Groundwater Management Act (Water Code § 10720 et seq.) and regulatory actions taken under that act could limit those

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Local Project Sponsors' ability to make the Flow Contribution and any Annual Flow Contribution. The parties would address any such limits through meet-and-confer discussions as described above.

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

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EXHIBIT B

BUDGET

Project Administration by Funding Recipient

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

Project Management Tasks	Staff	FY 2023/2024				FY 2024/2025				FY 2025/2026			
		Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions
Finalize Grant Agreement with DWR (includes update of scope, schedule, budget)	Mgr of Strategic Services	48	160.48	\$ 7,703			168.50	\$ -			176.93	\$ -	
	Finance Manager	24	118.96	\$ 2,855			124.91	\$ -			131.15	\$ -	
	Senior Project Manager	0	120.68	\$ -			126.71	\$ -			133.05	\$ -	
	Project Research Asst.	8	72.88	\$ 583			76.52	\$ -			80.35	\$ -	
Grant Agreement Support to Grant Recipients (includes modification requests)	Mgr of Strategic Services	120	160.48	\$ 19,258	10 hr/month	120	168.50	\$ 20,220	10 hr/month	96	176.93	\$ 16,985	8 hr/month
	Finance Manager	240	118.96	\$ 28,550	20 hr/month	240	124.91	\$ 29,978	20 hr/month	120	131.15	\$ 15,738	10 hr/month
	Senior Project Manager	60	120.68	\$ 7,241	5 hr/month	60	126.71	\$ 7,603	5 hr/month	60	133.05	\$ 7,983	5 hr/month
	Project Research Asst.	24	72.88	\$ 1,749	2 hr/month	24	76.52	\$ 1,837	2 hr/month	24	80.35	\$ 1,928	2 hr/month
Conduct and Document Grant Recipient Meetings (up to 4 meetings)	Mgr of Strategic Services	8	160.48	\$ 1,284	2 hr/mtg	8	168.50	\$ 1,348	2 hr/mtg	8	176.93	\$ 1,415	2 hr/mtg
	Finance Manager	96	118.96	\$ 11,420	8 hr/mtg	96	124.91	\$ 11,991	8 hr/mtg	96	131.15	\$ 12,591	8 hr/mtg
	Senior Project Manager	16	120.68	\$ 1,931	4 hr/mtg	16	126.71	\$ 2,027	4 hr/mtg	16	133.05	\$ 2,129	4 hr/mtg
	Project Research Asst.	16	72.88	\$ 1,166	4 hr/mtg	16	76.52	\$ 1,224	4 hr/mtg	16	80.35	\$ 1,286	4 hr/mtg
Compile and Submit Requirements for Disbursement for Projects (includes Performance Monitoring Plan)	Mgr of Strategic Services	4	160.48	\$ 642		4	168.50	\$ 674		4	176.93	\$ 708	
	Finance Manager	198	118.96	\$ 23,554	6 hr/project	198	124.91	\$ 24,732	6 hr/project	198	131.15	\$ 25,968	6 hr/project
	Senior Project Manager	99	120.68	\$ 11,947	3 hr/project	99	126.71	\$ 12,645	3 hr/project	99	133.05	\$ 13,172	3 hr/project
	Project Research Asst.	33	72.88	\$ 2,405	1 hr/project	33	76.52	\$ 2,525	1 hr/project	33	80.35	\$ 2,652	1 hr/project
Prepare Invoices for Grant Reimbursement to DWR (up to 20 total) (4 per year)	Mgr of Strategic Services	4	160.48	\$ 642	1 hr/invoice	4	168.50	\$ 674	1 hr/invoice	4	176.93	\$ 708	1 hr/invoice
	Finance Manager	48	118.96	\$ 5,710	12 hr/invoice	96	124.91	\$ 11,991	12 hr/invoice	96	131.15	\$ 12,591	12 hr/invoice
	Senior Project Manager		120.68	\$ -			120.68	\$ -			120.68	\$ -	
	Project Research Asst.		72.88	\$ -			65.20	\$ -			65.20	\$ -	
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48	\$ 2,568	4 hr/report	16	168.50	\$ 2,696	4 hr/report	16	176.93	\$ 2,831	4 hr/report
	Finance Manager	96	118.96	\$ 11,420	24 hr/report	96	124.91	\$ 11,991	24 hr/report	96	131.15	\$ 12,591	24 hr/report
	Senior Project Manager	8	120.68	\$ 965	2 hr/report	8	120.68	\$ 965	2 hr/report	8	120.68	\$ 965	2 hr/report
	Project Research Asst.		72.88	\$ -		100	65.20	\$ 6,520		100	65.20	\$ 6,520	
Prepare Project Completion Reports (33 projects)	Mgr of Strategic Services		160.48	\$ -	1 hr/project		168.50	\$ -	1 hr/project	33	176.93	\$ 5,839	1 hr/project
	Finance Manager		118.96	\$ -	4 hr/project		124.91	\$ -	4 hr/project	132	131.15	\$ 17,312	4 hr/project
	Senior Project Manager		120.68	\$ -	1 hr/project		126.71	\$ -	1 hr/project	33	133.05	\$ 4,391	1 hr/project
	Project Research Asst.		72.88	\$ -			76.52	\$ -		40	80.35	\$ 3,214	
Prepare Grant Completion Report	Mgr of Strategic Services		160.48	\$ -			168.50	\$ -		40	176.93	\$ 7,077	
	Finance Manager		118.96	\$ -			124.91	\$ -		240	131.15	\$ 31,477	
	Senior Project Manager		120.68	\$ -			126.71	\$ -		16	133.05	\$ 2,129	
	Project Research Asst.		72.88	\$ -			76.52	\$ -		8	80.35	\$ 643	
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58	\$ 1,999	2 hr./mtg	12	174.91	\$ 2,099	2 hr./mtg	12	183.65	\$ 2,204	2 hr./mtg
	Finance Manager	24			4 hr./mtg	24			4 hr./mtg	24			4 hr./mtg
	Senior Project Manager	12	120.68	\$ 1,448	2 hr./mtg	12	126.71	\$ 1,521	2 hr./mtg	12	133.05	\$ 1,597	2 hr./mtg
	Project Research Asst.		72.88	\$ -			76.52	\$ -			80.35	\$ -	
Legal Support - Agreement Review and Amendments				\$ 10,000				\$ 5,000				\$ 5,000	
Consultant Support for Grant Administration	Consultant			\$ 100,000	(annual estimate)			\$ 130,000	(annual estimate)			\$ 150,000	(annual estimate)
Total RWA Project Management			1214	\$ 257,041			1282	\$ 290,162			1680	\$ 369,642	
													Total Costs
													\$ 916,845
													\$ 183,369
													Total
													\$ 1,100,214

LPS Project Implementation

(Priority 1 Projects Budget Table Below)

Agreement [#]

Priority 1 Projects:

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

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EXHIBIT C
SCHEDULE

Funding Agreement Administration

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

LPS Project Implementation

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

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

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

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

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

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

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

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

Agreement [#]

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

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

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

Agreement [#]

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

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

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

Agreement [#]

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

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

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

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

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

Agreement [#]

EXHIBIT E

AUTHORIZATION FOR EXECUTIVE DIRECTOR TO SIGN

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Agreement [#]



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

CALL TO ORDER

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

RWA Executive Committee Members

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

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

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

Second: William Roberts, City of West Sacramento.

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

Noes – 0

Abstain – 0

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

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ADJOURNMENT

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

By: 
Brett Ewart, Vice Chair

Attest: 
Ashley Flores, CMC, Secretary

Agreement [#]

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

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

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

PROJECT COMPLETION REPORT

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

Executive Summary

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

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

Reports and/or Products

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

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

Agreement [#]

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

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

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

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

Additional Information

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

GRANT COMPLETION REPORT

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

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

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POST-PERFORMANCE REPORT

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

Reports and/or Products

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

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Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

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

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

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

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

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

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

Local Project Sponsor Agency Designation**Sponsored Project:** Mistywood Aquifer Storage and Recovery (ASR) Well**Sponsor Agency:** City of Roseville**Agency Address:** 2005 Hilltop Circle
Roseville, CA 95747**Project Location:** Lat: 38.771294; Long: -121.31834**Sponsored Project:** Campus Oaks ASR Well**Sponsor Agency:** City of Roseville**Agency Address:** 2005 Hilltop Circle
Roseville, CA 95747**Project Location:** Lat: 38.791801; Long: -121.321859**Sponsored Project:** Elk Grove Automall Well**Sponsor Agency:** Sacramento County Water Agency**Agency Address:** 827 7th Street, Room 301
Sacramento, CA 95814**Project Location:** 38°24'07.8"N 121° 23'24.9"W

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Sponsored Project: Poppy Ridge Storage Tank

Sponsor Agency: Sacramento County Water Agency

Agency Address: 827 7th Street, Room 301
Sacramento, CA 95814

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

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

Sponsor Agency: Sacramento Suburban Water District

Agency Address: 3701 Marconi #100
Sacramento, CA 95821

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

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

Sponsor Agency: Sacramento Suburban Water District

Agency Address: 3701 Marconi #100
Sacramento, CA 95821

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

Sponsored Project: Ladera and Winding Way ASR Wells

Sponsor Agency: Carmichael Water District

Agency Address: 7837 Fair Oaks Boulevard
Carmichael, CA 95608

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

Sponsored Project: Groundwater Well Capacity Enhancements

Sponsor Agency: City of Sacramento

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Agency Address: 1395 35th Avenue
Sacramento, CA 95822

Project Location: Sites under consideration include:

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

Sponsored Project: Well 168

Sponsor Agency: City of Sacramento

Agency Address: 1395 35th Avenue
Sacramento, CA 95822

Project Location: 38°38'56.54"N, 121°26'54.10"W

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

Sponsor Agency: Golden State Water Company

Agency Address: 3005 Gold Canal Drive
Rancho Cordova, CA 95670

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

Sponsored Project: ASR Well Equipping

Sponsor Agency: Citrus Heights Water District

Agency Address: 6230 Sylvan Road
Citrus Heights, CA 95610

Project Location: 7725 Highland Avenue, Citrus Heights, CA 95610

Agreement [#]

Sponsored Project: Northridge Well Replacement

Sponsor Agency: Fair Oaks Water District

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

Project Location: 38.659635609867514, -121.25559110698903

Sponsored Project: Well 4 or Well 5

Sponsor Agency: Orange Vale Water Company

Agency Address: 9031 Central Avenue
Orangevale, CA 95662


Certificate Of Completion

Envelope Id: 74D1782CCFAC42C484DE39F50778E6CF	Status: Completed
Subject: Complete with DocuSign: American River RWA-DWR Final DocuSign .pdf	
FormID:	
Optional 1:	
Source Envelope:	
Document Pages: 40	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Jesperson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Michelle.Jesperson@water.ca.gov
	IP Address: 73.241.139.59


Record Tracking

Status: Original	Holder: Michelle Jesperson	Location: DocuSign
7/21/2023 1:30:00 PM	Michelle.Jesperson@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Trevor Joseph tjoseph@rwah2o.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.255.110.163	Sent: 7/21/2023 1:44:16 PM Viewed: 7/21/2023 1:50:03 PM Signed: 7/21/2023 1:57:36 PM

Electronic Record and Signature Disclosure:
Accepted: 7/21/2023 1:50:03 PM
ID: 45c762a1-3dd7-4632-9750-e0dfe8e8258a

Robin Brewer Robin.Brewer@water.ca.gov Assistant General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 172.56.232.204 Signed using mobile	Sent: 7/21/2023 1:57:38 PM Viewed: 7/21/2023 1:59:57 PM Signed: 7/21/2023 2:00:07 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steve Rothert Steve.Rothert@water.ca.gov Manager, DMI Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.97.56.66 Signed using mobile	Sent: 7/21/2023 2:00:10 PM Viewed: 7/21/2023 3:48:42 PM Signed: 7/21/2023 3:48:59 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Michelle Jesperson michelle.jesperson@water.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/21/2023 3:49:01 PM Resent: 7/21/2023 3:49:07 PM</p>
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<p>Michelle Banonis mbanonis@rwah2o.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/21/2023 3:49:02 PM Viewed: 7/21/2023 4:38:00 PM</p>
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<p>Brian Fuller Brian.Fuller@water.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/21/2023 3:49:03 PM</p>
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<p>Jim Peifer jpeifer@rwah2o.ORG Executive Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/25/2023 1:08:51 PM ID: 4703b52e-5a52-414b-bb7f-6a5e7d87f089</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/21/2023 3:49:04 PM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/21/2023 3:48:42 PM
Signing Complete	Security Checked	7/21/2023 3:48:59 PM
Completed	Security Checked	7/21/2023 3:49:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

EXHIBIT 3

RWA COST ESTIMATE – PROJECT ADMINISTRATION

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

Project Management Tasks	Staff	FY 2023/2024				FY 2024/2025				FY 2025/2026			
		Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions	Hrs	Rate	Total	Assumptions
Finalize Grant Agreement with DWR (Includes update of scope, schedule, budget)	Mgr of Strategic Services	48	160.48 \$	7,703			168.50 \$	-			176.93 \$	-	
	Finance Manager	24	118.96 \$	2,855			124.91 \$	-			131.15 \$	-	
	Senior Project Manager	0	120.68 \$	-			126.71 \$	-			133.05 \$	-	
	Project Research Asst.	8	72.88 \$	583			76.52 \$	-			80.35 \$	-	
Grant Agreement Support to Grant Recipients (Includes modification requests)	Mgr of Strategic Services	120	160.48 \$	19,258	10 hr/month		168.50 \$	20,220	10 hr/month		176.93 \$	16,985	8 hr/month
	Finance Manager	240	118.96 \$	28,520	20 hr/month		124.91 \$	29,978	20 hr/month		131.15 \$	15,738	10 hr/month
	Senior Project Manager	60	120.68 \$	7,241	5 hr/month		126.71 \$	7,603	5 hr/month		133.05 \$	7,983	5 hr/month
	Project Research Asst.	24	72.88 \$	1,749	2 hr/month		76.52 \$	1,837	2 hr/month		80.35 \$	1,928	2 hr/month
Conduct and Document Grant Recipient Meetings (up to 4 meetings)	Mgr of Strategic Services	8	160.48 \$	1,284	2 hr/mg		168.50 \$	1,348	2 hr/mg		176.93 \$	1,415	2 hr/mg
	Finance Manager	96	118.96 \$	11,420	8 hr/mg		124.91 \$	11,991	8 hr/mg		131.15 \$	12,591	8 hr/mg
	Senior Project Manager	16	120.68 \$	1,931	4 hr/mg		126.71 \$	2,027	4 hr/mg		133.05 \$	2,129	4 hr/mg
	Project Research Asst.	16	72.88 \$	1,166	4 hr/mg		76.52 \$	1,224	4 hr/mg		80.35 \$	1,286	4 hr/mg
Compile and Submit Requirements for Disbursement for Projects (Includes Performance Monitoring Plan)	Mgr of Strategic Services	4	160.48 \$	642			168.50 \$	674			176.93 \$	708	
	Finance Manager	198	118.96 \$	23,554	6 hr/project		124.91 \$	24,732	6 hr/project		131.15 \$	25,968	6 hr/project
	Senior Project Manager	98	120.68 \$	11,947	3 hr/project		126.71 \$	12,545	3 hr/project		133.05 \$	13,172	3 hr/project
	Project Research Asst.	33	72.88 \$	2,405	1 hr/project		76.52 \$	2,525	1 hr/project		80.35 \$	2,652	1 hr/project
Prepare Invoices for Grant Reimbursement to DWR (up to 20 total) (4 per Year)	Mgr of Strategic Services	4	160.48 \$	642	1 hr/invoice		168.50 \$	674	1 hr/invoice		176.93 \$	708	1 hr/invoice
	Finance Manager	48	118.96 \$	5,710	12 hr/invoice		124.91 \$	11,991	12 hr/invoice		131.15 \$	12,591	12 hr/invoice
	Senior Project Manager		120.68 \$	-			126.71 \$	-			133.05 \$	-	
	Project Research Asst.		72.88 \$	-			76.52 \$	-			80.35 \$	-	
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48 \$	2,568	4 hr/report		168.50 \$	2,696	4 hr/report		176.93 \$	2,831	4 hr/report
	Finance Manager	96	118.96 \$	11,420	24 hr/report		124.91 \$	11,991	24 hr/report		131.15 \$	12,591	24 hr/report
	Senior Project Manager	8	120.68 \$	965	2 hr/report		126.71 \$	965	2 hr/report		133.05 \$	965	2 hr/report
	Project Research Asst.		72.88 \$	-		100	65.20 \$	6,520		100	65.20 \$	6,520	
Prepare Project Completion Reports (33 projects)	Mgr of Strategic Services		160.48 \$	-	1 hr/project		168.50 \$	-	1 hr/project		176.93 \$	-	1 hr/project
	Finance Manager		118.96 \$	-	4 hr/project		124.91 \$	-	4 hr/project		131.15 \$	-	4 hr/project
	Senior Project Manager		120.68 \$	-	1 hr/project		126.71 \$	-	1 hr/project		133.05 \$	-	1 hr/project
	Project Research Asst.		72.88 \$	-			76.52 \$	-			80.35 \$	-	
Prepare Grant Completion Report	Mgr of Strategic Services		160.48 \$	-			168.50 \$	-			176.93 \$	-	
	Finance Manager		118.96 \$	-			124.91 \$	-			131.15 \$	-	
	Senior Project Manager		120.68 \$	-			126.71 \$	-			133.05 \$	-	
	Project Research Asst.		72.88 \$	-			76.52 \$	-			80.35 \$	-	
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58 \$	1,999	2 hr/mg		174.91 \$	2,099	2 hr/mg		183.65 \$	2,204	2 hr/mg
	Finance Manager	24			4 hr/mg				4 hr/mg				4 hr/mg
	Senior Project Manager	12	120.68 \$	1,448	2 hr/mg		126.71 \$	1,521	2 hr/mg		133.05 \$	1,597	2 hr/mg
	Project Research Asst.		72.88 \$	-			76.52 \$	-			80.35 \$	-	
Legal Support - Agreement Review and Amendments			10,000				5,000				5,000		
Consultant Support for Grant Administration	Consultant			100,000 (annual estimate)			130,000 (annual estimate)				150,000 (annual estimate)		
Total RWA Project Management		1214		\$ 257,041			\$ 290,162			1680		\$ 369,642	
													Total Costs
													\$ 916,845
													\$ 183,369
													Total
													\$ 1,100,214

EXHIBIT 4

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

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

	Reclamation/State Actions Related to Tributary Actions	American River-Specific Actions			
February	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Mid-February: Initial CVP Allocations </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>Early February (every year):</u> Participants convene to determine readiness. </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>Mid-February (every year):</u> Reclamation and Participants convene the ORG for scenario and risk planning. </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>End of February (every year):</u> ORG makes recommendation on whether outflows will be provided in the current water year. </div>	
March	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>March:</u> Initial Release of B-120 </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>By March 15:</u> Participants to provide a Replenishment Schedule to define quantities and timing of payback, including whether replenishment is expected to pass through Folsom Reservoir or occur in the Lower American River. </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>March – April:</u> Release of 30 TAF of outflow through Folsom or to the Lower American River through replenishment in 3 D or C years. </div>		
April	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>April:</u> B-120 Update </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>Late March/Early April:</u> CVP Allocation Updates </div>			
May	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Reclamation to share with Participants actual volumes of outflows released from Folsom. </div>				
June					
July					
August					<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>March – March</u> (or ending sooner if replenishment is completed sooner): Master Flow Ledger (MFL) accounting based on reporting of groundwater replenishment. </div>
September					
October					
November					
December					
January	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>First week of January:</u> ORG to convene to "true up" replenished outflow to date. </div>				
February	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <u>By February 1:</u> Preparation and completion of an Annual Flow Accounting Report (AFAR) </div>				

**DRAFT AMENDMENT NO. 1 TO REGIONAL WATER AUTHORITY
AMERICAN RIVER TERMS FOR ECOSYSTEM SUPPORT AND
INFRASTRUCTURE
ASSISTANCE NEEDS (ARTESIAN) PROJECT AGREEMENT**

THIS AMENDMENT NO. 1 to the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (“ARTESIAN”) Project Agreement is entered into by and between the Regional Water Authority, California joint powers authority (“RWA”), and the RWA Members and Contracting Entities (“Participants”), which parties do hereby agree as follows:

This Amendment No. 1 to the ARTESIAN Project Agreement modifies the following and is based on Amendment 1 to Funding Agreement Number 4600015463 Between the State of California (Department of Water Resources) and Regional Water Authority for Voluntary Agreement Early Implementation for the American River, executed January 29, 2026:

1. Paragraph 2.1 shall be replaced in its entirety with:

Call Year: A year type identified in this Agreement and the State Agreement in which outflow through groundwater replenishment will be provided and “called for” after assessing conditions through the Operations Review Group. This would occur in three out of eight D or C year types during the Agreement term, beginning in 2027. If the total of C and D years from and including 2027 and 2034 is fewer than three, then the State may implement another call year in a D year from and including 2035 and 2038. Specific details of this flow contribution are defined in Exhibit 1A and Exhibit 2, Appendix A.

2. In EXHIBIT 1B PROJECTS TO BE FUNDED, the Priority 1 and Priority 2 Project Tables shall be replaced in their entirety with the tables provided below.

Priority 1 Projects

Agency	Project Name
City of Roseville	ASR Well - Mistywood ASR Well - Campus Oaks
Sacramento County Water Agency	Poppy Ridge Storage Tank
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped) Wells 81, 82, and 83 Antelope North/Poker
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)

City of Sacramento	Groundwater Wells - Capacity Enhancements
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)
Citrus Heights Water District	ASR Well Equipping
Fair Oaks Water District	Northridge Replacement Well and/or Fair Oaks Water District Regional Distribution Infrastructure
Orange Vale Water Company	Well 4 and 5 Project Supporting Design and Exploration

Priority 2 Projects

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

[Signatures on Following Pages]

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

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 West Yost & Associates, Inc., a California Corporation ("Consultant"), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 RWA shall pay to Consultant a fee based on:

- X Consultant's time and expenses necessarily and actually expended or incurred on the Work in accordance with Consultant's fee schedule on the attached Exhibit B.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$380,000. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by RWA. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

2.2 At the end of each month, Consultant 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 critical importance in this Agreement. If Exhibit A includes a Work schedule or deadline, then Consultant must complete the Work in accordance with the specified schedule or deadline, which may be extended by RWA for good cause shown by Consultant. If Exhibit A does not include a Work schedule or deadline, then Consultant 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 Consultant. In the event of such termination, Consultant 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 Consultant's claimed benefit of the bargain.

4 Professional Ability of Consultant

4.1 Consultant 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 Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant'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: Sheri Lasick, Project Manager. Consultant 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, Consultant 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 Consultant's request and RWA shall promptly notify Consultant of its decision in writing.

5 Conflict of Interest

Consultant (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 Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and RWA's conflict of interest code because Consultant will perform the Work independent of the control and direction of the RWA or of any RWA official, other than normal contract monitoring, and Consultant possesses no authority with respect to any RWA decision beyond the rendition of information, advice, recommendation or counsel.

6 Consultant Records

6.1 Consultant 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 Consultant 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 Consultant under this Agreement and provided to RWA, excluding any standard designs, details, specifications and other intellectual property to which the Consultant held the copyright prior to performing services under this Agreement, ("Work Product") shall be the property of RWA, provided that RWA substantially performs its obligations under this Agreement including payment of all sums due and owing to Consultant 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 Consultant or any other party. Consultant 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; If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, 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 Consultant 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), Consultant 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 Consultant 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 Consultant in connection with the performance of the Work under this Agreement (the "Confidential Material"). Consultant 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. Consultant 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 Consultant, and its officers, employees, agents, and subconsultants, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Consultant, or its officers, employees, agents, or subconsultants 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. Consultant, and its officers, employees, agents, and subconsultants 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 Consultant, 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, Consultant 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. Consultant shall in a manner consistent with the applicable Standard of Care, perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant 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. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1). Consultant shall be responsible for the safety of its workers and Consultant 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 Consultant 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>. Consultant also shall comply with Labor Code sections 1775 and 1813, including provisions that require Consultant to (a) forfeit as a penalty to RWA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Consultant or any subconsultant) 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 Consultant or any subconsultant) 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 Consultant under section 2 of this Agreement exceeds \$25,000, Consultant must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Consultant’s Public Works Consultant Registration Number: 1000028648

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

d. Consultant 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 Consultant about the Funding Conditions, then Consultant agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA's Consultants and Consultants performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Consultant'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 Consultant shall indemnify, 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 Consultant fees, and litigation costs) (collectively a "Claim") to the extent caused by the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subconsultants. 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 or active negligence or willful misconduct of RWA or its employees or agents. Consultant'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 Consultant 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 Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Consultant 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 & \$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 and aggregate	

*Required only if Consultant 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 authorized agents as additional insureds regarding liability arising out of the Services. Consultant'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 Consultant'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, Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant 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 Consultant.

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

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 Consultant.** Consultant's relationship to RWA is that of an independent Consultant. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not

RWA employees, and they are not entitled to RWA employment salary, wages or benefits. Consultant 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 Consultant's employees. Consultant 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 Consultant's independent Consultant status or employment-related liability.

12.3 Subconsultants. No subcontract shall be awarded nor any subconsultant engaged by Consultant without RWA's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subconsultant meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subconsultant 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 Consultant 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: Michelle Banonis
Regional Water Authority, 5620 Birdcage St # 180, Citrus Heights, CA 95610
E-mail: mbanonis@rwah2o.org

Consultant:
West Yost Associates, Inc.
Attn: Sheri Lasick, 2020 Research Park Drive., Suite 100
E-mail: slasick@westyost.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: 1/27/2024

By: 
James Peifer
Executive Director

West Yost & Associates:

Dated: January 26, 2024

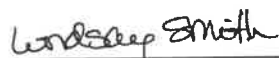
By: 
Lindsay Smith
Vice President

Exhibit A

Project Information

<p>Project Background</p>	<p>On July 21, 2023, RWA entered into an agreement with the State Department of Water Resources for Voluntary Agreement Early Implementation for the American River (RWA-DWR Agreement). The term of the agreement began upon execution and all work must be completed by December 31, 2025 with no funds requested after March 31, 2026. Nine water providers in the American River region are anticipated to received funding. Through a project agreement between RWA and the water providers receiving funding, called the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN), funding recipients will complete work on projects and submit information in accordance with terms in the RWA-DWR Agreement and the ARTESIAN (collectively, "the Agreements") to RWA, RWA will review these documents and submit this information to the State, the State will provide reimbursement to RWA, and RWA will distribute funding to water providers. The ARTESIAN is included here as an attachment, and the RWA-DWR Agreement is provided within the ARTESIAN Exhibit 2, Appendix A.</p> <p>The State has specific submittal and reporting requirements during and after the project completion deadlines. The schedule for submittals over the timeframe of the grant are provided below and include the anticipated receipt of information from the funding recipients.</p> <table border="1" data-bbox="488 982 1511 1722"> <thead> <tr> <th data-bbox="488 982 737 1104">Recipient to Submit Materials to RWA (from prior quarter)</th> <th data-bbox="737 982 976 1104">Time Period Covered</th> <th data-bbox="976 982 1287 1104">Material to Submit to RWA</th> <th data-bbox="1287 982 1511 1104">Deadline for RWA to Submit Materials to DWR</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1104 737 1167">March 15, 2024</td> <td data-bbox="737 1104 976 1167">10/21/23-1/19/24</td> <td data-bbox="976 1104 1287 1167">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1104 1511 1167">April 19, 2024</td> </tr> <tr> <td data-bbox="488 1167 737 1230">June 14, 2024</td> <td data-bbox="737 1167 976 1230">1/20/24 – 4/19/24</td> <td data-bbox="976 1167 1287 1230">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1167 1511 1230">July 19, 2024</td> </tr> <tr> <td data-bbox="488 1230 737 1293">September 13, 2024</td> <td data-bbox="737 1230 976 1293">4/20/24 – 7/19/24</td> <td data-bbox="976 1230 1287 1293">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1230 1511 1293">October 21, 2024</td> </tr> <tr> <td data-bbox="488 1293 737 1356">December 13, 2024</td> <td data-bbox="737 1293 976 1356">7/20/24 – 10/21/24</td> <td data-bbox="976 1293 1287 1356">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1293 1511 1356">January 21, 2025</td> </tr> <tr> <td data-bbox="488 1356 737 1419">March 14, 2025</td> <td data-bbox="737 1356 976 1419">10/22/24 – 1/21/25</td> <td data-bbox="976 1356 1287 1419">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1356 1511 1419">April 21, 2025</td> </tr> <tr> <td data-bbox="488 1419 737 1482">June 13, 2025</td> <td data-bbox="737 1419 976 1482">1/22/25 – 4/21/25</td> <td data-bbox="976 1419 1287 1482">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1419 1511 1482">July 21, 2025</td> </tr> <tr> <td data-bbox="488 1482 737 1545">September 12, 2025</td> <td data-bbox="737 1482 976 1545">4/22/25 – 7/21/25</td> <td data-bbox="976 1482 1287 1545">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1482 1511 1545">October 21, 2025</td> </tr> <tr> <td data-bbox="488 1545 737 1608">December 12, 2025</td> <td data-bbox="737 1545 976 1608">7/22/25 – 10/21/25</td> <td data-bbox="976 1545 1287 1608">Quarterly Progress Report, Invoices</td> <td data-bbox="1287 1545 1511 1608">January 21, 2026</td> </tr> <tr> <td data-bbox="488 1608 737 1722">February 20, 2025</td> <td data-bbox="737 1608 976 1722">10/22/25 – 12/31/25</td> <td data-bbox="976 1608 1287 1722">Quarterly Progress Report, Invoices, Project Completion Report</td> <td data-bbox="1287 1608 1511 1722">March 31, 2026</td> </tr> </tbody> </table>			Recipient to Submit Materials to RWA (from prior quarter)	Time Period Covered	Material to Submit to RWA	Deadline for RWA to Submit Materials to DWR	March 15, 2024	10/21/23-1/19/24	Quarterly Progress Report, Invoices	April 19, 2024	June 14, 2024	1/20/24 – 4/19/24	Quarterly Progress Report, Invoices	July 19, 2024	September 13, 2024	4/20/24 – 7/19/24	Quarterly Progress Report, Invoices	October 21, 2024	December 13, 2024	7/20/24 – 10/21/24	Quarterly Progress Report, Invoices	January 21, 2025	March 14, 2025	10/22/24 – 1/21/25	Quarterly Progress Report, Invoices	April 21, 2025	June 13, 2025	1/22/25 – 4/21/25	Quarterly Progress Report, Invoices	July 21, 2025	September 12, 2025	4/22/25 – 7/21/25	Quarterly Progress Report, Invoices	October 21, 2025	December 12, 2025	7/22/25 – 10/21/25	Quarterly Progress Report, Invoices	January 21, 2026	February 20, 2025	10/22/25 – 12/31/25	Quarterly Progress Report, Invoices, Project Completion Report	March 31, 2026
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Scope of Services

Nature of Services	<p>RWA is seeking consultant support in compiling the submittal materials required for the grant. RWA will retain the authority for control, review, and approval of the consultant-generated reports and invoices and will ultimately submit these documents to the State after a determination that they have met the submittal requirements. The successful consulting firm is expected to provide support to RWA staff in compiling necessary submittal materials for the State, including the following:</p> <ul style="list-style-type: none">• Working with funding recipients to obtain necessary information and using this information to compile required quarterly reports on the schedule provided in the Project Background. The consultant is expected to begin work to support the January 19, 2024 submittal to the State and continue work until the Project Completion Report.• Preparing invoices and reports that meet State format and content requirements.• Ensuring all environmental permitting and compliance information and plans and specifications are obtained and are in conformance with requirements listed in the Agreements.• Ensuring that all work performed is accounted for at a task level in the Quarterly Progress Reports.• Preparation of the Project Completion Report in accordance with State requirements.• Quality assurance and quality control of all completed documentation.
Estimated Budget	The budget for the proposed work shall not exceed \$380,000.
Term of Engagement	The contract term is expected to run from January 2024 to May 2026.

06 /// FEE SCHEDULE

TABLE 1. ESTIMATED RATES BY POSITION			
STAFF TITLE	BILLING TITLE	RATES 2023	RATES 2024
PRINCIPAL-IN-CHARGE/ENGINEERING MANAGER I	ENGINEERING MANAGER I	\$319/hr	\$335/hr
QA/QC/ PRINCIPAL ENGINEER II	PRINCIPAL ENGINEER II	\$307/hr	\$322/hr
SENIOR GRANT FUNDING SPECIALIST	TECHNICAL SPECIALIST IV	\$254/hr	\$267/hr
GRANT FUNDING SPECIALIST III	TECHNICAL SPECIALIST III	\$228/hr	\$239/hr
GRANT FUNDING SPECIALIST II	TECHNICAL SPECIALIST II	\$203/hr	\$213/hr
GRANT FUNDING SPECIALIST I	TECHNICAL SPECIALIST I	\$178/hr	\$187/hr
GRANT FUNDING ANALYST	TECHNICAL ANALYST I	\$128/hr	\$134/hr

Notes:

- Billing rates are fully loaded rates inclusive of direct and indirect expenses.
- West Yost assumes that all submittals will be electronic and that West Yost staff will not need to travel as part of this contract. We further assume that all meetings will be virtual.
- Beginning with the 2025 calendar year, billing rates will be updated annually based on market conditions and will not exceed 4.5%.
- Full staff billing rates for 2024 are attached for reference should additional staff be required under a future agreement.

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually



100 Howe Avenue
Suite 110S
Sacramento CA 95825

916.306.2250 phone
530.756.5991 fax
westyost.com

March 16, 2026

SENT VIA: EMAIL

Michelle Banonis
Manager of Strategic Affairs
Regional Water Authority
2295 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

SUBJECT: Amendment to Agreement—ARTESIAN Grant Management Services for Budget Augmentation

Dear Michelle,

Under the current contract term with the Regional Water Authority (RWA), West Yost has coordinated closely with RWA staff, participating ARTESIAN project sponsors, and the California Department of Water Resources (DWR) to provide grant administration services in support of the ARTESIAN grant agreement. Services rendered to date have included project management and meeting coordination, preparation and submittal of quarterly progress reports, preparation and submittal of quarterly grant disbursement requests, and preparation of component completion reports.

The existing grant management agreement was established with a total not-to-exceed budget of \$380,000. As discussed, multiple projects were not going to meet the required December 31, 2025, completion date, and a request to DWR to extend the work for an additional year was approved, amending the ARTESIAN agreement.

As ARTESIAN implementation continues, RWA and its project sponsors are interested in ongoing grant administration support through the remainder of the program term, including continued quarterly reporting and reimbursement activities, as well as increased effort associated with component completion documentation as more project components reach completion. In addition, program closeout will require preparation of a final Project Completion Report that summarizes the work completed across funded projects and documents program-level benefits and final disbursements.

Additionally, the grant agreement requires the grantee, RWA, to make certain the projects comply with the California prevailing wage requirements for public works. This labor compliance monitoring is a new scope item not originally included in the services agreement with West Yost.

West Yost remains committed to supporting RWA in successfully administering the ARTESIAN grant program and completing required reporting and closeout deliverables in a timely and compliant manner. To address these needs, West Yost proposes an amendment to extend the current grant administration services by one year through March 2027 and to add new scope for closeout reporting and labor compliance support.

SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Project Management/Meetings
- Task 2. Quarterly Reporting
- Task 3. Quarterly Disbursement Requests
- Task 4. Component Completion Reports
- Task 5. Project Completion Report
- Task 6. Labor Compliance/Monitoring

A description of the work proposed to be performed under each task is included in the sections that follow.

Task 1. Project Management/Meetings

West Yost will provide overall project management support for ARTESIAN grant administration activities, including coordination, communication, and general management activities that are not specific to one task. West Yost will work closely with RWA staff, individual funding recipients (project sponsors), and the California Department of Water Resources (DWR), as needed, to support timely and consistent grant administration. Services include budget and schedule management for West Yost's scope of services, ongoing coordination by email and/or phone with RWA, coordination and facilitation of meetings as needed, establishment and maintenance of a secure file organization system (e.g., Microsoft OneDrive) for overall grant administration and for each project sponsor as applicable, and preparation of monthly invoices.

This task is included in the existing agreement and will be continued to June 30, 2027, under this amendment, with the same level of effort assumed as in the original contract term.

Task 1 Deliverables

- Meeting coordination materials (agendas and action items/notes, as appropriate)

Task 2. Quarterly Reporting

West Yost will support the preparation, compilation, and submittal of required quarterly progress reports in accordance with DWR grant agreement requirements. Quarterly progress reports will be prepared for each project sponsor using the DWR template provided by the DWR Grant Manager. Quarterly reports prepared by each project sponsor will be reviewed by West Yost, and West Yost will coordinate with project sponsors as needed for clarification or revisions. West Yost will compile the individual project sponsor reports into a single consolidated quarterly report package and submit to DWR through the State's Box account (or other method as directed by DWR) by the due dates listed within the grant agreement and RWA RFQ.

This task is included in the existing agreement and will be continued through May 31, 2027, under this amendment, with the same level of effort assumed as in the original contract term.

Task 2 Deliverables

- Quarterly Progress Reports (for each project sponsor)

- Consolidated Quarterly Progress Report package submitted to DWR

Task 3. Quarterly Disbursement Requests

West Yost will support the preparation, compilation, and submittal of quarterly grant disbursement requests in accordance with DWR requirements. Quarterly grant disbursement requests will be prepared for each project sponsor using the DWR template provided by the DWR Grant Manager. As part of developing each sponsor's reimbursement package, West Yost will review quarterly invoices and supporting cost documentation for each funded project component, identify and communicate costs that appear inconsistent with grant eligibility requirements (e.g., timing, cost category, or required supporting detail), and coordinate with the project sponsor to revise and finalize the reimbursement back-up. West Yost will then compile the sponsor reimbursement materials into a single consolidated grant disbursement request package and submit it to DWR through the State's Box account (or other method as directed by DWR).

This task is included in the existing agreement and will be continued through May 31, 2027, under this amendment, with the same level of effort assumed as in the original contract term.

Task 3 Deliverables

- Quarterly Grant Disbursement Requests (for each project sponsor)
- Consolidated Quarterly Grant Disbursement Request package submitted to DWR

Task 4. Component Completion Reports

West Yost will prepare and submit Component Completion Reports for each ARTESIAN-funded project sponsor to review following each component completion. West Yost will coordinate with RWA and the applicable project sponsor to obtain the necessary project information and supporting documentation. West Yost will draft the Component Completion Report in accordance with grant agreement requirements, including the required executive summary, reporting and/or product documentation, cost and disposition of funds, and benefits discussion. West Yost will circulate the draft Component Completion Report to the project sponsor (and RWA, as requested) for review and comment, will incorporate comments and sponsor-provided updates, and will finalize and submit the Component Completion Report to DWR in the required format and method, consistent with the grant agreement timing requirements. Per the Grant Agreement, each Component Completion Report will include the following information:

- Executive Summary
- Electronic copies of data collected, if not previously submitted
- Discussion of problems encountered during implementation and how those problems were resolved
- Final project schedule showing actual progress versus planned progress
- Implementation attachments, as applicable (e.g., record drawings, final geodetic survey information, project photos)
- Cost and disposition of funds
- Benefits derived from the component and related discussion (including anticipated capacity made available and added flexibility to the American River regional water supply), as applicable
- Certification of final project/component by a registered civil engineer, where required by the grant agreement and applicable project conditions

This task is included in the existing agreement and will be continued through June 30, 2027, under this amendment, with an increased level of effort assumed relative to the original contract term.

Task 4 Deliverables

- Draft Component Completion Report for project sponsor review (for each completed project component)
- Final Component Completion Report submitted to DWR (for each completed project component)

Task 5. Project Completion Report and Closeout

West Yost will prepare and coordinate the final Project Completion Report and project closeout for the overall ARTESIAN program once project components have been completed. The Project Completion Report will consolidate and summarize program-wide implementation across participating project sponsors and will be prepared to support grant closeout and DWR acceptance. West Yost will coordinate with RWA and project sponsors to collect final summaries and supporting documentation, will review prior quarterly reports and component completion reports for consistency as needed, will prepare a draft for RWA review, will incorporate consolidated RWA comments, and will submit the final report to DWR in the required format and method. Per the Grant Agreement, the Project Completion Report will include the following information:

- Executive Summary (maximum of ten (10) pages) summarizing overall grant information and the individual projects
- Brief discussion of whether the level, type, or magnitude of benefits of each project is comparable to the original project proposal
- Identification of remaining work to be completed and the mechanism for implementation
- Summary of final funds disbursement for each project

This task is a new service introduced under this amendment and was not included in the existing agreement.

Task 5 Assumptions

- DWR will confirm the required submittal method and templates or formatting preferences for the Project Completion Report, beyond the general format described in the grant agreement.
- RWA and project sponsors will provide timely access to the information needed to summarize each project, including benefit statements, remaining work items and planned completion approach, and final disbursement and closeout cost information.
- The Project Completion Report will be a program-level consolidation of information provided by RWA and project sponsors and will not require new engineering analysis, field verification, or development of new technical appendices beyond documents already produced under the grant-funded work, unless separately authorized.

Task 5 Deliverables

- Draft Project Completion Report for RWA review
- Final Project Completion Report submitted to DWR
- Project Closeout transferring records to RWA.

Task 6. Labor Compliance/Monitoring

West Yost will provide as-needed labor compliance and monitoring support for ARTESIAN-funded public works components to assist RWA and participating project sponsors with maintaining documentation needed to demonstrate compliance with applicable prevailing wage and related labor requirements. West Yost will coordinate with RWA and the relevant project sponsors to establish the documentation workflow for each active construction component. West Yost’s support may occur as appropriate to the timing of each component and the needs of the program.

These services may include educating the contractors about prevailing wage laws and providing required paperwork during a pre-construction meeting, conducting on-site interviews of workers from each trade, reviewing certified payroll reports, preparing letters to contractors regarding labor compliance findings and wage restitution, reporting labor compliance findings to the project sponsors and RWA, and preparing a summary report for each construction project.

This task is a new service introduced under this amendment and was not included in the existing agreement.

Task 6 Assumptions

- Project Sponsors will provide requested documents for West Yost to perform labor compliance services.

Task 6 Deliverables

- West Yost will summarize the report to be included in the component completion reports.

PROJECT BUDGET

West Yost proposes an additional budget of \$601,114 to complete the services described previously. Services requested by RWA that are outside the scope of this amendment will be performed only after written authorization and an associated budget augmentation.

The estimated allocation of the additional budget is noted below, by task. The task budget allocations are flexible and may be adjusted at any time to reflect the District’s needs, with the overall costs not to exceed the contract amount of \$981,114, without the written approval by RWA.

Task	Original Estimated Budget	Amended Budget	Amended Total
Task 1. Project Management/Meetings	\$49,000	\$26,694	\$75,694
Task 2. Quarterly Reporting	\$80,000	\$44,429	\$124,429
Task 3. Quarterly Disbursement Requests	\$234,000	\$123,736	\$357,736
Task 4. Component Completion Report	\$17,000	\$162,472	\$179,872
Task 5. Project Completion Report	\$0	\$21,133	\$21,133
Task 6. Labor Compliance/Monitoring	\$0	\$222,650	\$222,650
Total Project Hours and Budget	\$380,000	\$601,114	\$981,114

Work will be performed on a time-and-expenses basis at the then-current West Yost Billing Rate Schedule. The West Yost Billing Rates are updated annually, each calendar year, and billing rate classifications will not exceed a 5 percent increase annually.

SCHEDULE

This amendment will extend the term of the existing agreement by one year to June 30, 2027, to continue the ongoing grant administration services currently being provided under Tasks 1 through 5, in addition to the new task for labor compliance, Task 6.

Thank you for providing West Yost the opportunity to be of continued service to RWA. We look forward to continuing to work with you to manage the ARTESIAN grant funding. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Kelye McKinney, P.E.
Principal in Charge



Sheri L. Lasick
Funding Practice Lead

Attachment(s): Attachment A. West Yost's 2026 Billing Rate Schedule



Attachment A

West Yost's 2026 Billing Rate Schedule

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$392
Engineer/Scientist/Geologist Manager I / II	\$370 / \$387
Principal Engineer/Scientist/Geologist I / II	\$333 / \$355
Senior Engineer/Scientist/Geologist I / II	\$297 / \$312
Associate Engineer/Scientist/Geologist I / II	\$246 / \$265
Engineer/Scientist/Geologist I / II / III	\$191 / \$221 / \$231
Engineering Aide	\$117
Field Monitoring Services	\$145
Administrative I / II / III / IV	\$107 / \$133 / \$160 / \$176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$384 / \$387
Principal Tech Specialist I / II	\$353 / \$365
Senior Tech Specialist I / II	\$320 / \$334
Senior GIS Analyst	\$292
GIS Analyst	\$277
Technical Specialist I / II / III / IV	\$206 / \$231 / \$261 / \$291
Technical Analyst I / II	\$148 / \$176
Technical Analyst Intern	\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 / \$167 / \$188 / \$208
CAD Manager	\$233
CAD Designer I / II	\$181 / \$204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$373
Construction Manager I / II / III / IV	\$222 / \$237 / \$251 / \$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 / \$222 / \$247 / \$256
Apprentice Inspector	\$181
CM Administrative I / II	\$96 / \$130
Field Services	\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

**Interagency Agreement for Cost-Sharing
For the Healthy Rivers & Landscapes Program Science Plan Development between
the Water Forum Office and the Regional Water Authority**

This Interagency Agreement For Cost-Sharing For the Healthy Rivers & Landscapes Program Science Plan Development between the Water Forum Office and the Regional Water Authority (“Agreement”) is made and entered into on May XX, 2026, by and between the Water Forum Office (“Water Forum”) and the Regional Water Authority (“RWA”), representing the following participants in the Healthy Rivers and Landscapes Program (“HR&L Program”): California American Water Company; Carmichael Water District; Citrus Heights Water District; City of Folsom; City of Roseville; City of Sacramento; El Dorado Irrigation District; Fair Oaks Water District; Foresthill Public Utility District; Georgetown Divide Public Utility District; Golden State Water Company; Orangevale Water Company; Placer County Water Agency; Sacramento County Water Agency; Sacramento Suburban Water District; and San Juan Water District (collectively, “American River HRL Participants”) who agree as follows:

WHEREAS, the Healthy Rivers and Landscapes Science Plan (“Science Plan”) is a necessary component of the HR&L Program and is intended to provide the framework and specific approach for assessment of the flow and non-flow measures and for addressing several important and broad-scale ecosystem management questions under the HR&L Program;

WHEREAS, the hypotheses and associated monitoring developed for the Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the HR&L Program;

WHEREAS, the Science Plan will inform the development of tributary, Delta, and project-specific science plans;

WHEREAS, the RWA and Water Forum will support development of the HR&L Program data management protocols and framework;

WHEREAS, through this Agreement the Water Forum and RWA will support information development, analysis and communications associated with planning for implementation of the HR&L Science Plan and overall HR&L Program; and

WHEREAS, this Agreement will support development of the Science Plan costs at Systemwide Governance Committee’s request and inform decision-making.

NOW, THEREFORE, the Parties agree as follows:

1. **Funding.** American River HRL Participants will provide their proportional annual contribution for the Science Plan. Funding will be collected by RWA and distributed to the Water Forum for support and participation in the Science Plan development and supporting tasks, from the date of Agreement execution to December 31st, 2027. The pre-implementation costs are as

provided in the chart for the implementation year attached as Exhibit B. A proposed budget will be distributed at the beginning of each program year to all participants.

2. Reimbursement.

The American River HRL Participants agree to pay the RWA for their share of the costs set forth in Exhibit B within 60 days after receipt of invoices. The RWA will invoice each American River HRL Participant one time within 45 days after the execution of this Agreement and will distribute the funds to the Water Forum within 30_ days of receiving them.

The Water Forum shall administer all consultant agreements and other expenses incurred during this Agreement. The Participants agree to pay the RWA for their share of such costs, totaling the amount set forth for each party in Exhibit B, within 30 days after receipt of invoice(s).

3. Implementation and Reporting.

The Water Forum shall perform the work on the HR&L Science Plan described in Exhibit A and B: Scope and Budget. The Water Forum also shall comply with the following, reporting requirements:

- Quarterly reporting on use of the funding, and associated work products, including invoices for consultant services and documented staff time. The quarterly reporting will provide the basis for reimbursement as described in Section 2 above.
- Reporting back to the Participants, quarterly check-in meetings with Water Forum and RWA staff to provide a summary of ongoing efforts and dissemination of information produced.

4. Subscription Program Surcharge Fees for Non RWA Members

Per RWA Policy 500.3 The costs for a non-member, contracting entity, or associate to participate in a subscription-based program includes the following surcharges in addition to the regular subscription program fees:

(1) percent of the amount the participant would normally pay for RWA core dues in the year in which a program is started; and

(2) percent of the amount of the participant's subscription costs for the duration of the program.

Surcharge component 1 above would be assessed for each program year the non RWA agency elects to participate in. Surcharge component 2 above would be applied to each assessment collected for the program. Either of the surcharge components may be waived by the RWA Board of Directors on a case-by-case basis. The surcharge will be assessed and allocated into the RWA general fund.

5. Modifications. Any modifications to this Agreement shall be approved by all parties and shall not be effective until executed by all parties.

6. **Indemnity.** Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.
7. **Independent Contractors.** All contractors employed during any phase of the HR&L Program are independent contractors. Contractor employees assigned to perform contract work related to the HR&L Program are, and will remain, employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.
8. **Acknowledgement of Implementation.** This Agreement acknowledges that additional work will be needed for HR&L Program Implementation. This Agreement further acknowledges that an amendment may be needed for additional work under the eight-year term of the HR&L Program. Once the Science Plan is finalized, the Water Forum will estimate the level of effort and resources and provide the RWA with projected costs. RWA will coordinate with the American River HRL Participants to determine whether any modifications to this Agreement are needed.
9. **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. This 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.
10. **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 the Water Forum shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.
11. **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. **Privileged and Confidential Communications.**
 - (a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among some or all the Water

Purveyor Parties, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

- (b) The Water Purveyor Parties and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Water Purveyor Parties and their employees and contractors as well as any counsel and consultants retained by the Water Purveyor Parties, or on behalf of the Water Purveyor Parties, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.
- (c) Any Joint Defense Materials shared or transmitted by or between Water Purveyor Parties and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.
- (d) Each Water Purveyor Party and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.
- (e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Water Purveyor Parties, neither a Water Purveyor Party nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another Water Purveyor Party or RWA.
- (f) Each Water Purveyor Party and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining Water Purveyor Parties of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Water Purveyor Party or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that Water Purveyor Party or RWA shall promptly notify the party that generated the materials and all remaining Water Purveyor Parties. The purpose of these notifications is to provide the party that generated the Joint Defense Materials or any remaining Water Purveyor Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.
- (g) The sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product

privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

- (h) Execution of this Agreement constitutes the mutual agreement of the Water Purveyor Parties and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the Water Purveyor Parties' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.
- (i) All Parties hereby acknowledge that those parties participating in a Bay-Delta Proceeding subgroup, as identified by Exhibits A-C, shall share Joint Defense Materials only with other parties participating in that subgroup unless authorized by that subgroup's steering committee. Nothing herein shall entitle a Water Purveyor Party to access Joint Defense Materials that relate solely to a Bay-Delta Proceeding subgroup in which that Water Purveyor Party is not actively participating and sharing in costs as set forth in Exhibits A-C. All Parties further acknowledge that Water Purveyor Parties not participating in a Bay-Delta Proceeding subgroup identified in Exhibits A-C retain discretion to take positions that may not align with the common interests of the Water Purveyor Parties that are participating in a Bay-Delta Proceeding subgroup and that such an eventuality does not waive or invalidate the common interests expressed in this Agreement.
- (j) If a Water Purveyor Party or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).
- (k) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

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

14. **Representations.** The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.
15. **Entire Agreement.** This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
16. **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.
17. **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: Michelle Banonis, Manager of Strategic Affairs
CC: Ashley Flores, Associate Project Manager
Regional Water Authority
2295 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
E-mail: mbanonis@rwah2o.org CC: aflores@rwah2o.org

Water Forum Office

Attn: Ashlee Casey, Executive Director
1330 21st Street, Suite 103
Sacramento, CA 95811
E-mail: acasey@waterforum.org

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.

18. **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:

Water Forum Office:

Dated: _____

Dated: _____

By:

By:

Jim Peifer, Executive Director

Ashlee Casey, Executive Director

Participating Agencies:

California American Water Company

Carmichael Water District

Citrus Heights Water District

City of Folsom

City of Roseville

City of Sacramento

El Dorado Irrigation District

Fair Oaks Water District

Foresthill Public Utility District

Georgetown Divide Public Utility District

Golden State Water Company

Orangevale Water Company

Placer County Water Agency

Sacramento County Water Agency

Sacramento Suburban Water District

San Juan Water District

Exhibit A

Water Forum HR&L Habitat and Science Support Project Scope and Budget

Pre-Implementation Scope and Cost: Expected level of effort to complete foreseeable habitat and science planning tasks from current date through to HR&L adoption/implementation, which is uncertain but is estimated to be up to 18 months from current date for cost estimating purposes.

Estimated costs include Water Forum Program Manager hours and consulting costs for additional technical support and are based on necessary resources and level of effort for the past 3+ years.

1) Water Forum and Consultant Team Coordination - \$37,326

- a. Up to 26 biweekly coordination meetings to ensure timely and effective engagement of specialist team members and integration with WF and RWA staff on HR&L-related tasks described in subsequent bullets.

2) HR&L Science Committee and Technical Subgroup Participation - \$38,740

The Science Committee is a separate body from the HR&L Systemwide Governance Committee (SWGCG) and informs SWGCG on science direction and scope, for: 1) understanding the outcome of the HR&L Flow and Non-flow Measures, 2) tracking and reporting progress relative to the metrics in the Science Plan, 3) reducing management-relevant uncertainty; 4) providing recommendations on adjusting management actions to the SWGCG and Tributary/Delta Governance Entities, 5) identify and develop deliverables, plans, and schedules as necessary to support the Science Committee's ability to fulfill its responsibilities; coordinate and implement peer-review of relevant Science Program products, including plans, reports, and periodic science syntheses; 6) and develop and oversee implementation of a cohesive framework and collaborative platform for gathering data on and understanding outcomes of Flow and Non-flow Measures, including coordinated monitoring approaches.

- a. Up to 26 Committee meetings (biweekly - periodic holiday cancellations, etc.).
- b. Up to 26 periodic Science Committee subgroup meetings and prep (biological targets, data management, habitat implementation, or other)

3) HR&L Program Science Plan Development - \$29,677

The HR&L Program Science Plan is to provide the framework and specific approach for assessment of the Flow and Non-Flow Measures and for addressing several important and broad-scale ecosystem management questions under HR&L. The hypotheses and associated monitoring developed for the HR&L Program Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the

HR&L Program. This Science Plan will inform the development of tributary, Delta, and project-specific Science Plans.

- a. Support development and finalization of HR&L Program Science Plan, hypotheses and identifying which are applicable, necessary, and feasible to test on the LAR.
- b. Support development of Program data management protocols and framework.
- c. Support development of Program Science Plan costs at Systemwide Governance Committee's request and inform decision-making.

4) LAR Tributary-Specific Science Plan Development - \$83,367

- a. Supporting development, review, and finalization of LAR Science Plan hypotheses, evaluation of existing information and it's applicability to meet requirements, and identification of data needs.
 - i. Includes evaluation of flow action effects on habitat function.
- b. Responding to peer-review and CDFW/SWRCB comments on LAR-specific plan.
- c. Coordination with non-Water Forum entities that govern data collection/reporting on the LAR to address hypotheses and data needs (PSMFC, CDFW, etc.).
- d. Development of LAR data management protocols and framework.
- e. Development of LAR Science Plan implementation costs.

5) HR&L Executive Team Briefings, Panel Discussions, Conference Presentations, or Progress Reports - \$12,002

- a. 6 presentations, as requested by RWA, DWR, NCWA, etc. to highlight or report on LAR habitat and science actions and progress toward MOU commitments.

6) HR&L Ad Hoc Meeting Participation and Preparation - \$14,667

- a. 6 periodic meetings associated with habitat tracking, accounting, planning and DWR Executive and inter-tributary coordination to support SWRCB engagement, understanding, or other needs associated with preparation for implementation of the HR&L program.
 - i. For example, in November 2024 a group of 20 tributary leads (or others associated with implementation) were convened to discuss a habitat accounting case study.
 - ii. Subgroups periodically convene to discuss funding, construction, timelines, regulatory needs, and comments.

7) SWRCB Program of Implementation (POI) Review and Discussions- \$44,439

- a. Assumes review of 2 POI drafts, developing comments, and/or supporting associated SWRCB engagement.
- b. Including any analysis, modeling, or data review to support informed comments and/or discussions with SWRCB staff.

8) Habitat Suitability Analysis and Habitat Accounting Evaluation - \$44,390

- a. Evaluation of POI workflows using LAR specific habitat and/or monitoring data.
- b. Preliminary evaluation of Early Implementation Project credit under draft POIs.

9) Post-Implementation Cost Estimation and Refinement for Full-Suite of HR&L Habitat and Science Actions - \$12,330

- a. Develop costs for implementation of LAR HR&L Science Plan monitoring, data synthesis, reporting and other foreseeable needs after SWRCB adoption.

Total Pre-Implementation Cost Estimate - \$316,939

Post-SWRCB Adoption (Implementation) Items: Once Program and Tributary Science Plans are complete and a Program of Implementation has been adopted, additional tasks and processes will commence. These items include but are not limited to the following known or foreseeable activities:

- Coordination with Science Committee and Systemwide Governance Committee
- Continue habitat planning, design and construction to meet or exceed MOU commitments
 - Pre- and post-project monitoring of constructed habitat
- Science data management plan development and administration
 - HR&L Program
 - LAR tributary specific
- Accounting and Tracking for Non-Flow (habitat) Measures
 - Fisheries
 - Habitat utilization assessments
 - Habitat effectiveness assessments
 - Habitat accounting (physical)
 - Suitability assessments
 - Habitat consistency assessments – relating back to information in SWRCB Scientific Basis Report Supplement (2023)
 - Documentation of credit for MOU-committed habitat
- Analysis and Reporting
 - Data analysis, synthesis and testing of Science Plan hypotheses
 - Develop and inform adaptive management strategies, as needed
 - Annual reporting
 - Triennial synthesis reporting
 - Support communication and engagement with Science Committee and SWRCB for triennial reporting workshops

Exhibit B

Fee Schedule By Participating Agency

Total WF Pre-Implementation Costs: \$ 316,939.00					
AGENCY	DIVERSIONS Post-1914 CVP/Warren Act Diversions	Pre-1914 & Non-Project Diversions	Total Diversions (AF/yr)	Percentage of Total Average Annual Diversions	WF Costs Distributed According to Percentage of Total Diversions
Roseville	30,000	-	30,000	8%	26,731
Folsom	3,000	15,000	18,000	5%	16,039
SCWA	7,000	7,000	14,000	4%	12,474
EID	3,000	32,000	35,000	10%	31,186
SJWD Consortium	7,800	31,000	38,800	11%	34,572
PCWA	-	110,000	110,000	31%	98,013
Cal American	-	2,700	2,700	1%	2,406
Golden State WC	-	5,000	5,000	1%	4,455
Carmichael WD	-	5,800	5,800	2%	5,168
City of Sacramento	-	77,400	77,400	22%	68,966
SSWD	8,000	-	8,000	2%	7,128
FPUD	-	1,500	1,500	0%	1,337
GDPUD	-	9,500	9,500	3%	8,465
Total:	58,800	296,900	355,700	100%	\$ 316,939.00



Topic: RWA Fiscal Year 2026-2027 Budget
Type: Unfinished; Old Business
Item For: Action/Discussion
Purpose: RWA Joint Powers Agreement and [RWA Policy 500.11](#)

SUBMITTED BY:	Tom Hoffart Finance Director	PRESENTER:	Tom Hoffart Finance Director
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EXECUTIVE SUMMARY

This is an action item for the Executive Committee to approve and recommend adoption of the RWA Fiscal Year 2026-2027 Budget to the RWA Board of Directors.

STAFF RECOMMENDED ACTION

Approve the RWA Fiscal Year 2026-2027 Budget and recommend adoption by the RWA Board of Directors.

BACKGROUND

Per the RWA Joint Powers Agreement and the RWA Policy 500.11 (Budget Policy), the RWA must approve a budget prior to the beginning of the next fiscal year. The Executive Committee is the Budget Committee and is charged with approving the budget and recommending adoption by the RWA Board of Directors. The proposed Fiscal Year 2026-2027 Budget is attached, and the following provides an overview of the proposed budget.

Budget Basis

The budget is prepared on a modified accrual basis wherein revenues and expenses are reported when earned and incurred, respectively. The budget does not include amounts for depreciation, pension expense in accordance with GASB 68, retiree medical expenses in accordance with GASB 75, lease revenue/expense in accordance with GASB 87 and compensated absences expense accrual.

Revenues

The proposed budget includes a 5% dues rate change. See the Dues Schedule on the last page of the attached budget for a detailed breakdown of Fiscal Year 2026-2027 dues by member agency.

Expenses

Staff Expenses include expenses for 9.5 full-time equivalent employees (FTE). Staff is allocated to the Regional Water Authority (RWA) Core, the RWA subscription programs and the Sacramento Groundwater Authority (SGA) as follows: Executive Director is allocated 50% to the RWA Core

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and 50% to the SGA; Manager of Technical Services is allocated 25% to the RWA Core, 25% to the Regional Water Bank (WB) and 50% to the SGA; Manager of Strategic Affairs is allocated 10% to the RWA Core and 90% to the Common Interest Management Services (CIMS) (54% to the CIMS and 36% to the Biological Opinion Services and Support (BOSS)); Manager of Government Relations is allocated 80% to the RWA Core and 20% to the SGA; Principal Project Manager is allocated 30% to the RWA Core and 70% to the Regional Water Efficiency Program (WEP); Senior Project Manager is allocated 100% to the SGA; the Associate Project Manager is allocated 40% to the RWA Core, 25% to the WEP, 10% to the WB, 5% to Prop 84 Grants and 20% to the SGA; Board Clerk/Project Manager is allocated 25% to the RWA Core, 50% to the CIMS and 25% to the SGA; Finance Director is allocated 50% to the RWA Core and 50% to the SGA; and half-time Executive Assistant 50% to the RWA Core and 50% to the SGA. The half-time Executive Assistant is a potential new hire to replace administrative services left vacant by the promotion of the previous Executive Assistant to Board Clerk/Project Manager. The Expense Reimbursement section of the budget includes the amounts reimbursed for the allocations to the RWA subscription programs and the SGA. The 9.5 FTEs are allocated as follows: 3.35 FTEs to the RWA Core, 2.75 FTEs to the RWA subscription programs and 3.40 FTEs to the SGA.

Staff Salaries/Wages include a cost-of-living adjustment of 2.8%, merit increases for eligible staff and potential increase in the Executive Director's Salary.

Benefits include CalPERS Pension, Other Postemployment Benefits (OPEB), medical, dental and vision insurance, disability, and Worker's Compensation. The budget for CalPERS and OPEB costs include amounts obtained from actuaries and increases to insurance costs of 6.5% based on the healthcare cost trend rate in the latest OPEB Actuary report.

Based on the most recent CalPERS Classic and PEPRRA actuarial valuations, the RWA's pension has an unfunded accrued liability of \$357,913. Therefore, per the RWA policy 500.15 (Defined Benefit Pension Plan Funding Policy), the RWA will make a payment of 1/4th of the unfunded accrued liability or \$89,500.

Notable other changes to budgeted expenses include the following:

- Internet/Websites: Increased by \$5,000 to fund a potential update to the RWA website.
- Events: Increased by \$20,000 for the RWA's 25th anniversary celebration.
- Human Resources Services: Increased by \$20,000 for a salary survey in accordance with RWA Policy 400.2 (Employee Compensation Policy), with an additional \$20,000 projected for the following year as the survey is expected to span two fiscal cycles.
- Strategic Plan Update: Almost half the funds budgeted for the current year are now slated for expenditure in the next fiscal year.
- Watershed Resilience Program: The grant funding is wrapping up this year, and \$20,000 has been allocated to sustain the program.
- American River Climate Adaptation Program: Expenses are expected to be fully utilized this year; no further costs are anticipated for the upcoming budget.

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Expense Reimbursements include the amount of expenses covered by the SGA and the RWA subscription programs. In accordance with RWA Policy 100.2, the expenses reimbursed from the SGA are for 3.40 FTEs of staff expenses and 50% of shared administrative expenses. The expenses reimbursed from the RWA subscription programs are for 2.75 FTEs of staff expenses and proportional shared administrative expenses.

Designations/Restrictions

In accordance with the RWA Policy 500.1 (Financial Designation/Reserve Policy), the Operating Fund represents the minimum target balance of 4 months of expenses, the Membership Dues.

Membership Dues Stabilization Fund represents 15% of total dues and the Subscription Program Revenue Fund represents 10% of net subscription program revenue.

The Museum of Science and Curiosity (previously known as the Powerhouse Science Center) represents reserves for the annual sponsorship. The RWA has 3 remaining payments of \$25,000.

Fiscal Year 2026-2027 Budget Results

The Proposed Fiscal Year 2026-2027 RWA Core Operating Budget includes a Net Deficit of \$309,324 and the Operating Fund plus Undesignated Reserves cover 7.0 months of Net Core Operating Expenses. A 5% dues rate increase is being proposed.

Future Outlook

Projected dues rate increases are 7% for each of the four future years projected in the budget. For the four years projected, Net Surplus/(Deficit) range from \$6,141 to \$(215,324) and number of months Operating Fund plus Undesignated Reserves cover Net Core Operating Expenses range from 5.5 to 3.5 months.

Fiscal Year 2026-2027 Program Budgets

Subscription program budgets include revenues and expenses for the Regional Water Efficiency Program, the Common Interest Management Services, the Regional Water Bank and Prop 84 Grants. Also, included are revenues and expenses for pass-through grant amounts for the 2021 Urban Drought Grant, Prop 1 Round 1 Grant, Drought Relief Grant, Sacramento Area Sewer District Washer/Toilet Rebates and American River Terms for Ecosystem Support and Infrastructure Assistance Needs Grant (ARTESIAN). The pass-through grants are funds the RWA receives and subsequently disburses to members for grant funded projects at the related member agencies.

ATTACHMENTS

Attachment 1 – Fiscal Year 2026-2027 Budget



Regional Water Authority Budget Summary Fiscal Year 2026-2027

	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Proposed Budget FY 26-27
CORE OPERATING BUDGET SUMMARY:			
Core Revenues			
Dues	\$ 1,233,673	\$ 1,233,673	\$ 1,298,818
Interest/Misc. Income	\$ 75,000	\$ 80,000	\$ 75,000
Total Core Revenues	\$ 1,308,673	\$ 1,313,673	\$ 1,373,818
Core Expenses			
Staff Expenses	\$ 2,513,942	\$ 2,431,308	\$ 2,668,035
Office Expenses	\$ 356,400	\$ 326,577	\$ 422,000
Professional Fees	\$ 86,700	\$ 66,425	\$ 105,000
Core Program (Revenue)/Expenses	\$ 339,174	\$ 252,035	\$ 427,778
Expense Reimbursements	\$ (1,790,892)	\$ (1,624,505)	\$ (1,939,671)
Total Core Expenses	\$ 1,505,324	\$ 1,451,840	\$ 1,683,142
Core Operating, Net Surplus/(Deficit)	\$ (196,651)	\$ (138,167)	\$ (309,324)
Core Reserves, Beginning	\$ 1,766,130	\$ 1,766,130	\$ 1,627,963
Core Reserves, Ending	\$ 1,569,479	\$ 1,627,963	\$ 1,318,639
Core Designations/Reserves			
Operating Fund	\$ 501,775	\$ 501,775	\$ 561,047
Membership Dues Stabilization Fund	\$ 185,051	\$ 185,051	\$ 194,823
Subscription Program Revenue Fund	\$ 92,111	\$ 92,111	\$ 87,001
Powerhouse Science Center	\$ 75,000	\$ 75,000	\$ 50,000
Undesignated	\$ 715,542	\$ 774,026	\$ 425,768
Total Core Designations/Reserves	\$ 1,569,479	\$ 1,627,963	\$ 1,318,639
Number of Months "Operating Fund plus Undesignated" Covers Expenses			<u>7.0</u>
PROGRAM BUDGET SUMMARY:			
Subscription Programs			
Subscription Program Revenues	\$ 2,247,549	\$ 2,275,964	\$ 2,952,389
Subscription Program Expenses	\$ 2,256,121	\$ 2,203,863	\$ 2,981,429
Subscription Programs Net Surplus/(Deficit)	\$ (8,572)	\$ 72,101	\$ (29,040)
Grant Pass Through			
Grant Pass Through Revenues	\$ 47,440,979	\$ 25,223,964	\$ 26,919,136
Grant Pass Through Expenses	\$ 47,440,979	\$ 25,223,964	\$ 26,919,136
Grant Pass Through, Net Surplus/(Deficit)	\$ -	\$ -	\$ -
Program Net Surplus/(Deficit)	\$ (8,572)	\$ 72,101	\$ (29,040)
Program Reserves, Beginning	\$ 256,939	\$ 256,939	\$ 329,040
Program Reserves, Ending	\$ 248,367	\$ 329,040	\$ 300,000



Regional Water Authority Budget Summary - Notes Fiscal Year 2026-2027

Budget Basis

- 1) The budget is prepared on a modified accrual basis wherein revenues and expenses are reported when earned and incurred, respectively. The budget does not include amounts for depreciation, pension expense in accordance with GASB 68, retiree medical expenses in accordance with GASB 75, lease revenue/expense in accordance with GASB 87 and compensated absences expense accrual.

Core Revenues - FY 2026/2027

- 1) General Membership Dues rates increased approximately 5%. Dues rates breakdown per Agency Category:
 - Small Agency - \$2.51 per retail connection up to 3,000 connections; ~\$1.26 per retail connection over 3,000 connections.
 - Medium Agency - \$2.51 per retail connection up to 30,000 connections.
 - Large Agency - \$2.51 per retail connection up to 30,000 connections; ~\$1.26 per retail connection up to 40,000 connections; ~\$0.63 per retail connection up to 50,000 connections; ~\$0.31 per retail connection up to 60,000 connections; ~\$0.08 per retail connection over 60,000 connections.See footnotes on the Dues Schedule on page 11 for modifications to various individual agency dues.
- 2) Associate Membership Dues increased 5% in accordance with the increase to General Membership Dues.
- 3) Affiliate Membership Dues remain unchanged. Amount represents dues for ten full year memberships.
- 4) Interest income budget based on principal balance and LAIF performance.

Core Expenses - FY 2026/2027

- 1) Staff Expenses include expenses for 9.5 full-time equivalent employees (FTE). Staff is allocated to the Regional Water Authority (RWA) Core, the RWA subscription programs and the Sacramento Groundwater Authority (SGA) as follows: Executive Director is allocated 50% to the RWA Core and 50% to the SGA; Manager of Technical Services is allocated 25% to the RWA Core, 25% to the Regional Water Bank (WB) and 50% to the SGA; Manager of Strategic Affairs is allocated 10% to the RWA Core and 90% to the Common Interest Management Services (CIMS) (54% to the CIMS and 36% to the Biological Opinion Services and Support (BOSS)); Manager of Government Relations is allocated 80% to the RWA Core and 20% to the SGA; Principal Project Manager is allocated 30% to the RWA Core and 70% to the Regional Water Efficiency Program (WEP); Senior Project Manager is allocated 100% to the SGA; the Associate Project Manager is allocated 40% to the RWA Core, 25% to the WEP, 10% to the WB, 5% to Prop 84 Grants and 20% to the SGA; Board Clerk/Project Manager is allocated 25% to the RWA Core, 50% to the CIMS and 25% to the SGA; Finance Director is allocated 50% to the RWA Core and 50% to the SGA; and half-time Executive Assistant 50% to the RWA Core and 50% to the SGA. The half-time Executive Assistant is a potential new hire to replace administrative services left vacant by the promotion of the previous Executive Assistant to Board Clerk/Project Manager. The Expense Reimbursement section of the budget includes the amounts reimbursed for the allocations to the RWA subscription programs and the SGA. The 9.5 FTEs are allocated as follows: 3.35 FTEs to the RWA Core, 2.75 FTEs to the RWA subscription programs and 3.40 FTEs to the SGA.
- 2) Staff Salaries/Wages include a cost-of-living adjustment of 2.8%, merit increases for eligible staff and potential increase in the Executive Director's Salary.
- 3) Benefits include employer required CalPERS pension contributions, actuarially determined other postemployment benefit (OPEB) contributions, medical, vision, dental, disability insurance and workers' compensation
- 4) Based on the most recent CalPERS Classic and PEPPRA actuarial valuations, there is an unfunded accrued liability of \$357,913 for the RWA's pension. Therefore, per the RWA policy 500.15 (Defined Benefit Pension Plan Funding Policy), the RWA will make a payment of 1/4th of the unfunded accrued liability or \$89,500.



Regional Water Authority Budget Summary - Notes Fiscal Year 2026-2027

- 5) Office Expenses include costs of operating the RWA office.
- 6) Professional Fees include general consulting, human resources, audit, actuary and lobbying, legal and payroll/banking/miscellaneous fees.
- 7) Core Program (Revenues)/Expenses include expenses for legal services, lobbyist services and public outreach services. Additionally, remaining expenses for the strategic plan update, expenses to maintain the Watershed Resilience Program and RWA's annual contribution to the Museum of Science and Curiosity (previously known as the Powerhouse Science Center).
- 8) Expense Reimbursements include the amount of expenses covered by the SGA and the RWA subscription programs. In accordance with RWA Policy 100.2, the expenses reimbursed from the SGA are for 3.40 FTEs of staff expenses and 50% of shared administrative expenses. The expenses reimbursed from the RWA subscription programs are for 2.75 FTEs of staff expenses; additionally, shared administrative expenses are allocated to these programs based on their proportional budgeted share of the nine current FTEs, using the shared expense definitions in the SGA agreement.

Core Net Surplus/(Deficit) - FY 2026/2027

- 1) Total Core expenses exceed total core revenues resulting in a net deficit of \$309,324.

Core Designations/Restrictions - FY 2026/2027

- 1) The Operating Fund of \$561,047 represents the minimum target balance of 4 months of expenses, in accordance with the RWA Policy 500.1 (Financial Designation/Reserve Policy).
- 2) The Membership Dues Stabilization Fund of \$194,823 represents 15% of total dues, in accordance with the RWA Policy 500.1 (Financial Designation/Reserve Policy).
- 3) The Subscription Program Revenue Fund of \$87,001 represents 10% of net subscription program revenue, in accordance with the RWA Policy 500.1 (Financial Designation/Reserve Policy).
- 4) The Powerhouse Science Center amount of \$50,000 represents funds received from members in prior years for the annual sponsorship. The RWA will have 2 remaining payments of \$25,000 after the FY 26-27 payment.
- 5) The Undesignated amount of \$425,768 represents any reserves that are not designated.
- 6) Number of months "Operating Fund plus Undesignated" covers expenses is 7.0 months.

Core 4-Year Projection

- 1) Future year projections are only for forecasting purposes. Adopting the Fiscal Year 2026-2027 Budget does not approve future year projections.
- 2) The RWA dues rate increase for fiscal years 27-28, 28-29, 29-30 and 30-31 have been projected at 7% per year.
- 3) The RWA Core projected net surplus/(deficit) is \$(215,324), \$(150,137), \$(64,254) and \$6,141 for fiscal years 27-28, 28-29, 29-30 and 30-31,
- 4) Number of months "Operating Fund plus Undesignated" covers expenses is projected at 5.5, 4.4, 3.8 and 3.5 months for fiscal years 27-28, 28-29, 29-30 and 30-31, respectively.

Program Budget Summary

- 1) Subscription program budgets include revenues and expenses for WEP, CIMS, WB and Prop 84 Grants. Also, included are revenues and expenses for pass-through grant amounts for the 2021 Urban Drought Grant, Prop 1 Round 1 Grant, Drought Relief Grant, Sacramento Area Sewer District Washer/Toilet Rebates and American River Terms for Ecosystem Support and Infrastructure Assistance Needs Grant (ARTESIAN). The pass-through grants are funds the RWA receives and subsequently disburses to members for grant funded projects at the related member agencies.



**Regional Water Authority
Core Operating Budget
Fiscal Year 2026-2027**

	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Proposed Budget FY 26-27	Projected Budget FY 27-28	Projected Budget FY 28-29	Projected Budget FY 29-30	Projected Budget FY 30-31
ANNUAL DUES RATE INCREASE %	0%	0%	5%	7%	7%	7%	7%
ANNUAL CORE REVENUES							
<u>Revenues</u>							
General Membership Dues	\$ 1,150,751	\$ 1,150,751	\$ 1,212,150	\$ 1,303,486	\$ 1,401,703	\$ 1,507,321	\$ 1,620,898
Associate Membership Dues	\$ 74,922	\$ 74,922	\$ 78,668	\$ 84,175	\$ 90,067	\$ 96,372	\$ 103,118
Affiliate Membership Dues	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Misc. Revenues	\$ 5,000	\$ 5,000	\$ 5,000	\$ 6,000	\$ 7,000	\$ 8,000	\$ 9,000
Interest Income	\$ 70,000	\$ 75,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
TOTAL CORE REVENUES	\$ 1,308,673	\$ 1,313,673	\$ 1,373,818	\$ 1,471,660	\$ 1,576,770	\$ 1,689,693	\$ 1,811,016
ANNUAL CORE EXPENSES							
<u>STAFF EXPENSES</u>							
Staff Salaries/Wages	\$ 1,788,864	\$ 1,725,907	\$ 1,888,286	\$ 1,972,902	\$ 2,050,117	\$ 2,127,325	\$ 2,205,225
Benefits	\$ 508,556	\$ 498,233	\$ 560,671	\$ 579,500	\$ 604,319	\$ 628,147	\$ 652,541
Pension Plan Unfunded Liability	\$ 93,800	\$ 93,800	\$ 89,500	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
Payroll Taxes	\$ 122,722	\$ 113,368	\$ 129,578	\$ 139,034	\$ 147,161	\$ 155,999	\$ 165,245
TOTAL STAFF EXPENSES	\$ 2,513,942	\$ 2,431,308	\$ 2,668,035	\$ 2,771,436	\$ 2,881,597	\$ 2,991,471	\$ 3,103,011
<u>OFFICE EXPENSES</u>							
Rent & Utilities Contract	\$ 77,000	\$ 76,477	\$ 80,200	\$ 82,200	\$ 85,000	\$ 87,500	\$ 90,000
Insurance	\$ 64,000	\$ 65,500	\$ 73,000	\$ 78,000	\$ 83,000	\$ 88,000	\$ 93,000
Office Maintenance	\$ 2,200	\$ 2,300	\$ 2,600	\$ 2,800	\$ 3,000	\$ 3,200	\$ 3,400
Postage and Postal Meter	\$ 4,200	\$ 3,400	\$ 4,200	\$ 4,400	\$ 4,600	\$ 4,800	\$ 5,000
Internet/Websites	\$ 10,000	\$ 10,000	\$ 15,000	\$ 16,000	\$ 17,000	\$ 18,000	\$ 19,000
Meetings	\$ 9,000	\$ 12,000	\$ 14,000	\$ 15,000	\$ 16,000	\$ 17,000	\$ 18,000
Events	\$ 24,000	\$ 14,000	\$ 44,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Printing/Supplies	\$ 20,000	\$ 13,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Dues, Subscriptions and Sponsorships	\$ 31,000	\$ 33,000	\$ 45,000	\$ 47,500	\$ 50,000	\$ 52,500	\$ 55,000
Computer Hardware/Software	\$ 14,000	\$ 18,900	\$ 19,000	\$ 20,000	\$ 21,000	\$ 22,000	\$ 23,000
Computer Support and Maintenance	\$ 37,000	\$ 37,000	\$ 41,000	\$ 43,000	\$ 45,000	\$ 47,000	\$ 49,000
Travel/Meals/Conferences	\$ 45,000	\$ 28,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Professional Development/Training	\$ 14,000	\$ 11,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Office Furniture & Equipment	\$ 5,000	\$ 2,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL OFFICE EXPENSES	\$ 356,400	\$ 326,577	\$ 422,000	\$ 416,900	\$ 432,600	\$ 448,000	\$ 463,400



**Regional Water Authority
Core Operating Budget
Fiscal Year 2026-2027**

	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Proposed Budget FY 26-27	Projected Budget FY 27-28	Projected Budget FY 28-29	Projected Budget FY 29-30	Projected Budget FY 30-31
PROFESSIONAL FEES							
General Consulting Services	\$ 25,000	\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Human Resources Services	\$ 15,000	\$ 5,000	\$ 35,000	\$ 35,000	\$ 15,000	\$ 15,000	\$ 15,000
Audit Services	\$ 34,000	\$ 34,000	\$ 36,000	\$ 38,000	\$ 40,000	\$ 42,000	\$ 44,000
Actuarial Services	\$ 8,500	\$ 7,425	\$ 3,500	\$ 8,000	\$ 4,000	\$ 8,500	\$ 4,500
Payroll/Banking/Misc. Fees	\$ 4,200	\$ 5,000	\$ 5,500	\$ 5,750	\$ 6,000	\$ 6,250	\$ 6,500
TOTAL PROFESSIONAL FEES	\$ 86,700	\$ 66,425	\$ 105,000	\$ 111,750	\$ 90,000	\$ 96,750	\$ 95,000
CORE PROGRAM (REVENUES)/EXPENSES							
RWA Legal	\$ 90,000	\$ 80,000	\$ 95,000	\$ 97,500	\$ 100,000	\$ 102,500	\$ 105,000
RWA Lobbyist Services	\$ 125,000	\$ 120,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
RWA Public Outreach Services	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
Strategic Plan Update	\$ 40,000	\$ 22,222	\$ 17,778	\$ -	\$ -	\$ -	\$ -
Watershed Resilience Program	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Museum of Science and Curiosity	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -
American River Climate Adaptation Program	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
PPIC - Revenue	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -
PPIC - Expense	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Watershed Resilience Grant - Revenue (Staff Time)	\$ (145,826)	\$ (200,187)	\$ -	\$ -	\$ -	\$ -	\$ -
Watershed Resilience Grant - Revenue (Consulting)	\$ (1,137,343)	\$ (1,056,955)	\$ -	\$ -	\$ -	\$ -	\$ -
Watershed Resilience Grant - Expense (Consulting)	\$ 1,137,343	\$ 1,056,955	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CORE PROGRAM (REVENUES)/EXPENSES	\$ 339,174	\$ 252,035	\$ 427,778	\$ 412,500	\$ 415,000	\$ 392,500	\$ 395,000
PROGRAM REIMBURSEMENTS							
Sacramento Groundwater Authority	\$ (1,015,605)	\$ (930,000)	\$ (1,069,657)	\$ (1,106,037)	\$ (1,142,013)	\$ (1,190,291)	\$ (1,235,509)
Water Efficiency Program	\$ (256,547)	\$ (214,876)	\$ (278,370)	\$ (288,222)	\$ (295,876)	\$ (306,883)	\$ (316,562)
Common Interest Management Services	\$ (349,443)	\$ (380,109)	\$ (449,719)	\$ (496,865)	\$ (516,080)	\$ (534,144)	\$ (551,333)
Regional Water Bank	\$ (156,206)	\$ (93,855)	\$ (131,534)	\$ (134,478)	\$ (138,321)	\$ (143,456)	\$ (148,132)
Prop 1 Round 1 Grant	\$ (5,441)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021 Urban Drought Grant	\$ (7,650)	\$ (5,665)	\$ -	\$ -	\$ -	\$ -	\$ -
Prop 84 Grants	\$ -	\$ -	\$ (10,391)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE REIMBURSEMENTS	\$ (1,790,892)	\$ (1,624,505)	\$ (1,939,671)	\$ (2,025,601)	\$ (2,092,290)	\$ (2,174,774)	\$ (2,251,536)
TOTAL CORE EXPENSES	\$ 1,505,324	\$ 1,451,840	\$ 1,683,142	\$ 1,686,984	\$ 1,726,907	\$ 1,753,948	\$ 1,804,874
CORE NET SURPLUS/(DEFICIT)	\$ (196,651)	\$ (138,167)	\$ (309,324)	\$ (215,324)	\$ (150,137)	\$ (64,254)	\$ 6,141



**Regional Water Authority
Core Operating Budget
Fiscal Year 2026-2027**

	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Proposed Budget FY 26-27	Projected Budget FY 27-28	Projected Budget FY 28-29	Projected Budget FY 29-30	Projected Budget FY 30-31
RESERVES SUMMARY:							
CORE RESERVES, BEGINNING	\$ 1,766,130	\$ 1,766,130	\$ 1,627,963	\$ 1,318,639	\$ 1,103,315	\$ 953,178	\$ 888,924
Core Reserves Increase/(Decrease)	\$ (196,651)	\$ (138,167)	\$ (309,324)	\$ (215,324)	\$ (150,137)	\$ (64,254)	\$ 6,141
CORE RESERVES, ENDING	\$ 1,569,479	\$ 1,627,963	\$ 1,318,639	\$ 1,103,315	\$ 953,178	\$ 888,924	\$ 895,065
DESIGNATIONS/RESERVES							
Operating Fund	\$ 501,775	\$ 501,775	\$ 561,047	\$ 562,328	\$ 575,636	\$ 584,649	\$ 601,625
Membership Dues Stabilization Fund	\$ 185,051	\$ 185,051	\$ 194,823	\$ 209,349	\$ 224,966	\$ 241,754	\$ 259,802
Subscription Program Revenue Fund	\$ 92,111	\$ 92,111	\$ 87,001	\$ 91,956	\$ 95,028	\$ 98,448	\$ 101,603
Museum of Science and Curiosity	\$ 75,000	\$ 75,000	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ -
Undesignated	\$ 715,542	\$ 774,026	\$ 425,768	\$ 214,682	\$ 57,549	\$ (35,928)	\$ (67,965)
TOTAL DESIGNATIONS/RESERVES	\$ 1,569,479	\$ 1,627,963	\$ 1,318,639	\$ 1,103,315	\$ 953,178	\$ 888,924	\$ 895,065
Number of Months "Operating Fund plus Undesignated" Covers Expenses			7.0	5.5	4.4	3.8	3.5



**Regional Water Authority
Program Budget
Fiscal Year 2026-2027**

SUBSCRIPTION PROGRAMS AND RELATED GRANTS (A)	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Program Budget FY 26-27	Program Projections FY 27-28	Program Projections FY 28-29	Program Projections FY 29-30	Program Projections FY 30-31
REGIONAL WATER EFFICIENCY PROGRAM (WEP) (1)							
Regional Water Efficiency Program - Dues	\$ 513,232	\$ 513,231	\$ 538,893	\$ 565,837	\$ 594,129	\$ 623,835	\$ 655,027
Regional Water Efficiency Program - Grants - Staff Time	\$ 20,000	\$ 35,808	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Water Efficiency Program - Grants	\$ 260,077	\$ 438,133	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Water Efficiency Program - Miscellaneous	\$ 11,000	\$ 12,291	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total WEP Revenues	\$ 804,309	\$ 999,463	\$ 558,893	\$ 575,837	\$ 604,129	\$ 633,835	\$ 665,027
Regional Water Efficiency Program - Program - Shared with RWA	\$ 256,547	\$ 214,876	\$ 278,370	\$ 288,222	\$ 295,876	\$ 306,883	\$ 316,562
Regional Water Efficiency Program - Program - Direct	\$ 296,257	\$ 229,047	\$ 309,563	\$ 287,615	\$ 308,253	\$ 326,952	\$ 348,465
Regional Water Efficiency Program - Grants	\$ 260,077	\$ 483,439	\$ -	\$ -	\$ -	\$ -	\$ -
Total WEP Expenses	\$ 812,881	\$ 927,362	\$ 587,933	\$ 575,837	\$ 604,129	\$ 633,835	\$ 665,027
WEP NET SURPLUS/(DEFICIT)	\$ (8,572)	\$ 72,101	\$ (29,040)	\$ -	\$ -	\$ -	\$ -
WEP RESERVES, BEGINNING	\$ 256,939	\$ 256,939	\$ 329,040	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
WEP RESERVES, ENDING	\$ 248,367	\$ 329,040	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
COMMON INTEREST MANAGEMENT SERVICES (CIMS) (2)							
Common Interest Management Services - Dues	\$ 413,360	\$ 349,476	\$ 473,269	\$ 386,375	\$ 395,145	\$ 407,724	\$ 419,627
Biological Opinion Services and Support - Dues	\$ 173,583	\$ 139,796	\$ 336,950	\$ 366,990	\$ 218,434	\$ 224,920	\$ 231,206
Common Interest Management Services - Grant - Staff Time	\$ 10,000	\$ 12,363	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Common Interest Management Services - Grant	\$ 177,000	\$ 280,000	\$ 470,000	\$ -	\$ -	\$ -	\$ -
Total CIMS Revenues	\$ 773,943	\$ 781,635	\$ 1,305,219	\$ 753,365	\$ 613,579	\$ 632,644	\$ 650,833
Common Interest Management Services - Program - Shared with RWA	\$ 244,610	\$ 266,076	\$ 320,519	\$ 338,125	\$ 346,395	\$ 358,474	\$ 369,877
Biological Opinion Services and Support - Program - Shared with RWA	\$ 104,833	\$ 114,033	\$ 129,200	\$ 158,740	\$ 169,684	\$ 175,670	\$ 181,456
Common Interest Management Services - Program - Direct	\$ 178,750	\$ 95,763	\$ 177,750	\$ 48,250	\$ 48,750	\$ 49,250	\$ 49,750
Biological Opinion Services and Support - Program - Direct	\$ 68,750	\$ 25,763	\$ 207,750	\$ 208,250	\$ 48,750	\$ 49,250	\$ 49,750
Common Interest Management Services - Grant	\$ 177,000	\$ 280,000	\$ 470,000	\$ -	\$ -	\$ -	\$ -
Total CIMS Expenses	\$ 773,943	\$ 781,635	\$ 1,305,219	\$ 753,365	\$ 613,579	\$ 632,644	\$ 650,833
CIMS NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REGIONAL WATER BANK (WB) (3)							
Regional Water Bank - Dues	\$ 496,206	\$ 285,785	\$ 404,420	\$ 284,478	\$ 188,321	\$ 193,456	\$ 198,132
Regional Water Bank - Grant	\$ 160,000	\$ 203,416	\$ 673,466	\$ -	\$ -	\$ -	\$ -
Total WB Revenues	\$ 656,206	\$ 489,201	\$ 1,077,886	\$ 284,478	\$ 188,321	\$ 193,456	\$ 198,132
Regional Water Bank - Program - Shared with RWA	\$ 156,206	\$ 93,855	\$ 131,534	\$ 134,478	\$ 138,321	\$ 143,456	\$ 148,132
Regional Water Bank - Program - Direct	\$ 340,000	\$ 203,712	\$ 272,886	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000
Regional Water Bank - Grant	\$ 160,000	\$ 191,634	\$ 673,466	\$ -	\$ -	\$ -	\$ -
Total WB Expenses	\$ 656,206	\$ 489,201	\$ 1,077,886	\$ 284,478	\$ 188,321	\$ 193,456	\$ 198,132
WB NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



**Regional Water Authority
Program Budget
Fiscal Year 2026-2027**

SUBSCRIPTION PROGRAMS AND RELATED GRANTS (A)	Adopted Budget FY 25-26	Projected Actuals FY 25-26	Program Budget FY 26-27	Program Projections FY 27-28	Program Projections FY 28-29	Program Projections FY 29-30	Program Projections FY 30-31
MISCELLANEOUS GRANTS (4)							
Prop 84 Grants	\$ -	\$ -	\$ 10,391	\$ -	\$ -	\$ -	\$ -
Prop 1 Round 1 Grant	\$ 5,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021 Urban Drought Grant	\$ 7,650	\$ 5,665	\$ -	\$ -	\$ -	\$ -	\$ -
Total Miscellaneous Grants Revenues	\$ 13,091	\$ 5,665	\$ 10,391	\$ -	\$ -	\$ -	\$ -
Prop 84 Grants	\$ -	\$ -	\$ 10,391	\$ -	\$ -	\$ -	\$ -
Prop 1 Round 1 Grant	\$ 5,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021 Urban Drought Grant	\$ 7,650	\$ 5,665	\$ -	\$ -	\$ -	\$ -	\$ -
Total Miscellaneous Grants Expenses	\$ 13,091	\$ 5,665	\$ 10,391	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS GRANTS NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GRANTS - PASS THROUGH (B)	Program Budget FY 25-26	Projected Actuals FY 25-26	Program Budget FY 26-27	Program Projections FY 27-28	Program Projections FY 28-29	Program Projections FY 29-30	Program Projections FY 30-31
REVENUES (PASS THROUGH) (5)							
Prop 1 Round 1 Grant (RWA)	\$ 2,796,889	\$ 10,044	\$ 2,686,707	\$ -	\$ -	\$ -	\$ -
Prop 1 Round 1 Grant (WEP)	\$ 1,179,089	\$ 4,095	\$ 918,292	\$ -	\$ -	\$ -	\$ -
2021 Urban Drought Grant (RWA)	\$ 3,417,095	\$ 1,519,054	\$ 1,998,157	\$ -	\$ -	\$ -	\$ -
Drought Relief Grant (WEP)	\$ 452,524	\$ 156,597	\$ 274,135	\$ -	\$ -	\$ -	\$ -
ARTESIAN Grant (CIMS)	\$ 39,575,382	\$ 23,507,646	\$ 21,021,845	\$ -	\$ -	\$ -	\$ -
SASD Toilet/Washer Rebates (WEP)	\$ 20,000	\$ 26,528	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
TOTAL REVENUES (PASS THROUGH) COLLECTED	\$ 47,440,979	\$ 25,223,964	\$ 26,919,136	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
EXPENSES PASS THROUGH (5)							
Prop 1 Round 1 Grant (RWA)	\$ 2,796,889	\$ 10,044	\$ 2,686,707	\$ -	\$ -	\$ -	\$ -
Prop 1 Round 1 Grant (WEP)	\$ 1,179,089	\$ 4,095	\$ 918,292	\$ -	\$ -	\$ -	\$ -
2021 Urban Drought Grant (RWA)	\$ 3,417,095	\$ 1,519,054	\$ 1,998,157	\$ -	\$ -	\$ -	\$ -
Drought Relief Grant (WEP)	\$ 452,524	\$ 156,597	\$ 274,135	\$ -	\$ -	\$ -	\$ -
ARTESIAN Grant (CIMS)	\$ 39,575,382	\$ 23,507,646	\$ 21,021,845	\$ -	\$ -	\$ -	\$ -
SASD Toilet/Washer Rebates (WEP)	\$ 20,000	\$ 26,528	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
TOTAL EXPENSES (PASS THROUGH) DISBURSED	\$ 47,440,979	\$ 25,223,964	\$ 26,919,136	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000



**Regional Water Authority
Program Budget - Notes
Fiscal Year 2026-2027**

- A Subscription Programs and Related Grants represent projected subscription program revenues and expenses. Excluded from these amounts are related grant pass through amounts that are in the Grants - Pass Through section of the Program Projections Summary.
- 1 The Regional Water Efficiency Program (WEP) brings together 17 water suppliers serving 2.2 million residents to promote consistent water efficiency messaging through collaboration and economies of scale across the Sacramento region. Established in 2003, the WEP manages an annual public outreach campaign, bulk purchase of advertising buys (radio, tv, online, billboard), customer facing website – BeWaterSmart.Info, customer rebate programs, and school education classroom activities. Additionally, the program provides grant funding and technical assistance to water suppliers to meet water efficiency related legislative and regulatory requirements.
 - 2 The Common Interest Management Services (CIMS) agreement provides support to water purveyors related, but not limited to, the State Water Resources Control Board’s development of the Bay-Delta Plan Update for the Sacramento River watershed, work done under the Endangered Species Act (ESA) and other actions concerning Reclamation’s operation of the Central Valley Project, and other related Delta or policy issues.

The Biological Opinion Subscription Services (BOSS) program is housed under the CIMS but is specific to the ESA/Reclamation operations portion of the program. The other portion of CIMS is related to the Bay-Delta Plan Update. Both subscription programs have slightly different participants due to varying regional interests.

- 3 The Regional Water Bank (WB) is a groundwater storage project designed to improve regional water supply reliability by storing excess surface water underground during wet years for use during droughts. The project utilizes local aquifers to create a reserve twice the size of Folsom Reservoir, reducing the region's reliance on snowpack. This collaborative effort enhances climate resilience across the Sacramento and American River basins through a structured system of recharge and withdrawal.

Water Infrastructure Improvements for the Nation (WIIN) Act Grant: In December 2025, the RWA was awarded a WIIN Act grant from the United States Bureau of Reclamation in the amount of \$708 thousand. The grant provides funding for water storage enhancement, which supports the WB program activities.

- 4 Prop 84 Grants: In past years the RWA received three grants under Proposition 84 that require grant close-out reports to be prepared. The work is scheduled for FY 26-27.



**Regional Water Authority
Program Budget - Notes
Fiscal Year 2026-2027**

- B Grants - Pass Through represent grant funding the RWA receives and subsequently disburses to members for grant funded projects at the related member agencies.
- 5 Prop 1 Round 1 Grant: In March 2021 and subsequently amended, the RWA entered into an agreement with the California Department of Water Resources (DWR) for the Proposition 1 Round 1 Integrated Regional Water Management Implementation grant, which included \$8.7 million in grant funding primarily for well related projects. Included in the grant are reimbursements for the RWA/WEP staff time, the WEP direct expenses and member agency pass through expenses.
- 2021 Urban Drought Grant: In March 2022 and subsequently amended, the RWA entered into a grant agreement with DWR for the Urban and Mult benefit Drought Relief grant for amended grant funding of \$7.4 million primarily for well related projects. Included in the grant are reimbursements for staff time and member agency pass through expenses.
- Drought Relief Grant: In February 2023 and subsequently amended, the RWA entered into an agreement with the DWR for an Urban Community Drought Relief grant in the amount of \$3.8 million. The grant funds an indoor fixture installment program for disadvantaged communities and a climate-resilient yard transformation program. Included in the grant are reimbursements for the WEP staff time, the WEP direct expenses, and member agency pass through expenses.
- ARTESIAN Grant: In July 2023, the RWA entered into a grant agreement with DWR for the American River Terms for Ecosystem Support and Infrastructure Assistance Needs project for \$55 million in grant funding in return for making available up to 30,000 acre-feet of water through groundwater replenishment. Included in the grant are reimbursements for the CIMS staff time and consultants related to project management and member agency pass through expenses.
- SASD Toilet/Washer Rebates: The Sacramento Area Sewer District offers rebates to member agencies for upgrades to water efficient toilets and washing machines.



Regional Water Authority Dues Schedule Fiscal Year 2026-2027

	2025 Retail Connections	First 3,000 Connections	3,001-7,000 Connections				Proposed Dues FY 26/27	Actual Dues FY 25/26	\$ Increase (Decrease) Dues	% Increase (Decrease) Dues
Small agencies		\$2.51	\$1.26							
Rancho Murrieta CSD	2,922	\$ 7,334					\$ 7,334	\$ 6,972	\$ 362	5.2%
Georgetown Divide PUD	3,804	\$ 7,530	\$ 1,009				\$ 8,539	\$ 8,126	\$ 413	5.1%
Orange Vale WC	5,733	\$ 7,530	\$ 3,430				\$ 10,960	\$ 10,285	\$ 675	6.6%
		Up to 30,000 Connections								
Medium agencies		\$2.51								
Carmichael WD	11,810	\$ 29,643					\$ 29,643	\$ 28,486	\$ 1,157	4.1%
Elk Grove WD	13,214	\$ 33,167					\$ 33,167	\$ 31,290	\$ 1,877	6.0%
Fair Oaks WD	14,398	\$ 36,139					\$ 36,139	\$ 34,380	\$ 1,759	5.1%
City of West Sacramento (1)	15,949	\$ 40,032					\$ 36,029	\$ 34,274	\$ 1,755	5.1%
Golden State WC	17,312	\$ 43,453					\$ 43,453	\$ 41,206	\$ 2,247	5.5%
Yuba City (1)	19,658	\$ 49,342					\$ 44,407	\$ 41,994	\$ 2,413	5.7%
Nevada Irrigation District (1)	20,024	\$ 50,260					\$ 45,234	\$ 43,003	\$ 2,231	5.2%
Citrus Heights WD	20,565	\$ 51,618					\$ 51,618	\$ 49,117	\$ 2,501	5.1%
City of Lincoln	23,123	\$ 58,039					\$ 58,039	\$ 53,918	\$ 4,121	7.6%
City of Folsom	25,827	\$ 64,826					\$ 64,826	\$ 60,771	\$ 4,055	6.7%
		Up to 30,000 Connections	Up to 40,000 Connections	Up to 50,000 Connections	Up to 60,000 Connections	Over 60,000 Connections				
Large agencies		\$2.51	\$1.26	\$0.63	\$0.31	\$0.08				
San Juan WD (2)	11,135	\$ 75,300					\$ 75,300	\$ 71,700	\$ 3,600	5.0%
Placer County WA	41,130	\$ 75,300	\$ 12,550	\$ 709			\$ 88,559	\$ 84,074	\$ 4,485	5.3%
El Dorado ID	44,085	\$ 75,300	\$ 12,550	\$ 2,563			\$ 90,413	\$ 85,950	\$ 4,463	5.2%
Sacramento Suburban WD	48,911	\$ 75,300	\$ 12,550	\$ 5,592			\$ 93,442	\$ 88,965	\$ 4,477	5.0%
City of Roseville	56,842	\$ 75,300	\$ 12,550	\$ 6,275	\$ 2,147		\$ 96,272	\$ 91,399	\$ 4,873	5.3%
Sacramento County WA	65,889	\$ 75,300	\$ 12,550	\$ 6,275	\$ 3,138	\$ 412	\$ 97,675	\$ 92,915	\$ 4,760	5.1%
CA American Water	67,745	\$ 75,300	\$ 12,550	\$ 6,275	\$ 3,138	\$ 542	\$ 97,805	\$ 93,270	\$ 4,535	4.9%
City of Sacramento	146,193	\$ 75,300	\$ 12,550	\$ 6,275	\$ 3,138	\$ 6,034	\$ 103,296	\$ 98,655	\$ -	0.0%
Total	676,269						\$ 1,212,150	\$ 1,150,750	\$ 56,759	4.9%

(1) Agencies outside of the core American River Basin region receive a 10% discount on dues after they are calculated based on # of connections.

(2) San Juan Water District *Wholesale* is a community services district that provides drinking water to 150,000 people in portions of Sacramento and Placer Counties so it is treated as the minimum size of a large member agency.

(3) New members receive a 50 percent discount on their first-year dues and a 25 percent discount on their second-year dues. No members received this discount for Fiscal Year 2026-2027.

RWA Associate Members	Proposed Dues FY 26/27	Actual Dues FY 25/26
El Dorado Water Agency	\$ 6,677	\$ 6,359
Placer County	\$ 17,240	\$ 16,419
Sacramento Area Flood Control Agency	\$ 9,521	\$ 9,068
Sacramento Municipal Utilities District	\$ 17,240	\$ 16,419
Sacramento Area Sewer District	\$ 17,240	\$ 16,419
Yuba Water Agency	\$ 10,750	\$ 10,238
TOTAL ASSOCIATE MEMBER DUES	\$ 78,668	\$ 74,922



Topic: New Members
 Type: Discussion/Action
 Item For: Action; Authorize Executive Director to enter into service agreement
 Purpose: Technology; Fiscal/Budget

SUBMITTED BY: Ashley Flores, CMC
 Associate Project Manager PRESENTER: Ashley Flores, CMC
 Associate Project Manager

EXECUTIVE SUMMARY

This is an action item for the Regional Water Authority Executive Committee to discuss and provide staff direction on the current RWA website, the required upgrades to comply with state ADA requirements and authorize the Executive Director to enter into a multi-year professional services agreement with Streamline-CivicPlus for web design, conversion and technical services.

STAFF RECOMMENDED ACTION

Authorize the Executive Director to enter into a professional services agreement with Streamline.

BACKGROUND

RWA’s current website has not been updated since the agency started in 2001. We are fortunate that most of the requirements that are now being enforced are not required because of a “grandfather” clause. However, the infrastructure in which the website currently operates has become unsupported and could crash, if this were to occur, we would lose network capabilities that would directly affect RWA’s day-to-day operations.

Compliance Requirements

As of 2026, local government agencies are under a strict new mandate from the Department of Justice (DOJ) to meet specific digital accessibility standards. WCAG 2.1 Level AA. The DOJ finalized this rule under Title II of the Americans with Disabilities Act (ADA) in April 2024, and the first major compliance deadlines are hitting right now.

The deadlines are dependent on the size of the jurisdiction your agency serves:

Population Size Compliance Deadline 50,000 or more residents	April 24, 2026
Fewer than 50,000 residents	April 26, 2027
Special District Governments	April 26, 2027

Streamline

We have reached out to Streamline as they serve several of our member agencies and also come highly recommended by other outside agencies. Streamline focuses on automating the more

Agenda Item 7

technical and tedious parts of the DOJ's new Title II requirements. They are aware of the 2027 deadline, knowing this they primarily tackle compliance through three main pillars: technical site structure, active document remediation, and ongoing monitoring.

They also have a proprietary product called DocAccess that will take PDF documents and instantly make it transcribed, searchable, translated and WCAG 2.1 AA compliant. Streamline provides state-specific checklists for California that cover both the ADA requirements and local transparency laws.

FISCAL IMPACT

The RWA will have to budget for the following one-time and reoccurring annual costs:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, and videos)
Implementation and First Year Total: **\$8,500.00**

Ongoing Annual Total (Technical Support): **\$6,000.00**

FINDING/CONCLUSION

Staff recommends that RWA enter into a professional service agreement with Streamline. The work is expected to be completed within nine months, going live with the new website by the end of this year. By having these tools, RWA can move away from "manual" compliance—which is expensive and prone to human error—to an automated system that handles the 2026/2027 DOJ mandates by default.

ATTACHMENTS

Attachment 1- Streamline product description and pricing estimate



Pricing Plans for Regional Water Authority

Paid annually for a \$20/mo discount

Compliance Essentials **Community Professional** **Operations Professional** **Streamline Enterprise™**
350/mo **500/mo** **1050/mo** **Custom**

	Compliance Essentials	Community Professional	Operations Professional	Streamline Enterprise™
Government Website Content Management System	✓	✓	✓	✓
Content Management System: Manage pages, menus, navigation, and organize information publicly.	Included	Included	Included	Included
Domain Concierge and .gov Registration Support: Assistance getting your own domain and renewing each year. We can help provide guidance getting a free and permanent .gov domain for added security and credibility. Receive assistance acquiring and renewing your own domain annually.	Included	Included	Included	Included
DNS Management: Assistance with the "Domain Name Service" that routes essential services like web traffic and email on your domain to the correct services.	Included	Included	Included	Included
Image Library w/Gallery: Organize, tag, store, caption, and add alt tags automatically using AI.	Included	Included	Included	Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)
First Year Total: \$8,500.00
Ongoing Year Total: \$6,000.00

<p>Video w/Closed Captions: Upload your own or use your favorite providers like YouTube, Vimeo, and live video streaming services. Automatically enable closed captions on embedded video services for users with disabilities.</p>	Included	Included	Included	Included
<p>Unlimited File Storage: Store as many board meeting and governance documents as you'd like on the Streamline platform.</p>	Included	Included	Included	Included
<p>⚡ Time-Saving Tools for Water Authorities See Tools in Action for Fire & Rescue</p>	✓	✓	✓	✓
<p>Sitewide Emergency Notification Tool: Display an alert that can redirect to any page, be dismissed, and works on mobile.</p>	Included	Included	Included	Included
<p>Sitewide Search, Including PDF files: Benefit from error-tolerant, predictive search including inside file attachments.</p>	Included	Included	Included	Included
<p>Meetings Assistant: Add meetings, attach necessary materials, and post to your Streamline site in seconds.</p>	Included	Included	Included	Included
<p>Forms: Go paperless to make your lives, and your community's lives, a little bit easier. Convenient and secure.</p>	Included	Included	Included	Included
<p>👤 Unlimited Support and Continuing Education</p>	✓	✓	✓	✓
<p>Training & Support: Utilize unlimited training as needed for your staff.</p>	Included	Included	Included	Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

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Ongoing Year Total: \$6,000.00

Webinars and CEUs: Quarterly trainings led by Streamline on a wide range of topics from Cybersecurity to ADA compliance, communication, social media strategies, and more.

Included

Included

Included

Included

California Regulatory Compliance

Get and stay compliant with posting requirements in California.

✓

✓

✓

✓

CA Compliance Checklist: Monitor your district's compliance with a comprehensive checklist of all laws affecting districts like you in your state, in a sleek dashboard. Even has templates that you can start with for some items. Made in partnership with the Special District Leadership Foundation, the National Special District Association, and experts in each state. [Watch Video](#)

Included

Included

Included

Included

ADA Compliance

✓

✓

✓

✓

ADA Accessibility Assistant: Find and fix accessibility issues right on your page with ease. Built-in tutorials to address common issues. Instant re-scanning of pages.

Included

Included

Included

Included

ADA Monthly Scanning: Maintain compliance, worry-free, with automatic testing of your entire site for ADA issues each month.

Included

Included

Included

Included

PDF Accessibility Scanning: Make all your PDF accessible with built-in scanning using the VeraPDF scanner, which tests to the new WCAG 2.1 AA standards required by the DOJ and ADA.

Included

Included

Included


Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

First Year Total: \$8,500.00

Ongoing Year Total: \$6,000.00


<p>PDF Remediation: Save money with Streamline's master agreement with top PDF remediation providers. Available for \$7/page, 5 day turnaround. You can send directly from your Streamline site and it will automatically be delivered back into your site for approval, along with a certification of compliance.</p>	\$7/page	\$7/page	\$7/page	\$7/page
<p>ADA Manual Testing: Benefit from manual testing by real users with disabilities, performed by LevelAccess, the leader in website accessibility testing. Provides a third party report of platform compliance which can be extremely helpful evidence if there is a complaint against your district.</p>	Included	Included	Included	Included
<p>Live Assist Powered by Aira: Link people who are blind or low vision to professional visual interpreters for secure access to content and documents on your website, anytime, anywhere.</p>	10 min/mo	20 min/mo	30 mins/mo	60 mins/mo
<p> Water Authority Community Engagement Suite</p>		✓	✓	✓
<p>Calendar New: Organize and color-code calendar events, see start and end times, filter by type, click through for more detail, and include on website, mobile-responsive, accept registrations, sell tickets or class registrations. Advanced color coding, tagging, recurring events, and times in the new Amplify Calendar releasing in 2025.</p>	Not included	Included	Included	Included
<p>E-Signatures: Collect signatures online. Apply it to any form or payment that would otherwise require a pdf or docx.</p>	Not included	Included	Included	Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

First Year Total: \$8,500.00

Ongoing Year Total: \$6,000.00

<p>Amplify Design New : A design suite that allows you to build beautiful, compliant pages. The ability to restructure your homepage, integrate video, add new quick links regions. Watch Video</p>	Not included	Included	Included	Included
<p>Payments + Billing: Collect online payments and bills directly from your website. Backed by Stripe, so payments are always secure. Conveniently built into your website, so you don't have to deal with yet another log-in. Twain Harte CSD Case Study</p>	Not included	Included	Included	Included
<p>One-Click Share to Social: Draft your content once, then share it to social media channels in seconds.</p>	Not included	Included	Included	Included
<p>One-click Share via Email Newsletters: Use Streamline Engage™ to build content right on your website, bundle in other content, and send directly from the platform, saving both time and money! Engage emails are pre-formatted so they are always professional and mobile friendly.</p>	Not included	Included	Included	Included
<p> Premium Design Service and Plugins</p>			✓	✓
<p>Premium Designer Sections and Interior Landing Pages New : Turbocharge your website design with our suite of advanced design modules at your fingertips. Modern, customizable, and easy to use.</p>	Not included	Not included	Included	Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

First Year Total: \$8,500.00

Ongoing Year Total: \$6,000.00

<p>Annual Board Reports + Web/Compliance Analytics New : Generate a report anytime your board wants to know how the district is doing online - your regulatory compliance, transparency, ADA accessibility, page visits and engagements, email sends and engagements, and more.</p>	Not included	Not included	Included	Included
<p>Annual Design Reviews: Update the design of your site annually with our expert service—from the homepage layout to creating a new logo or updating the menu flow. Whatever is top of mind, our experts will make it happen!</p>	Not included	Not included	Included	Included
<p>Plug-In Library New : Plug-ins are custom components that can improve the experience of the website. One example is a member-only access code system that we built for the National Special District Association. If your district is looking to have a special content display, a plugin architecture may help.</p>	Not included	Not included	Included	Included
<p> Advanced Cybersecurity</p>			✓	✓
<p>Single Sign-On New : Log into your Streamline site using your existing district login—be it Office365, Google Workspace, or many more.</p>	Not included	Not included	Included	Included
<p>Dual Coast Redundancy and Failover: Use Streamline's advanced failover system to automatically back up your data to a standby server in another availability zone and switch over in the case of a major disaster.</p>	Not included	Not included	Included	Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

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Ongoing Year Total: \$6,000.00

Advanced Permissions and Monitoring: Manage your users and control what they can access, see when they've last logged in, and audit their changes to content. Streamline saves all changes in perpetuity, so you have a full content history.

Not included

Not included

Included

Included

 **Dedicated Content and Support Services**

✓

✓

Embedded Integration Support: Support with any embedded HTML component, from ESRI district Maps, to video streaming, to RFP listings to job postings that might be feeding content from another system.

Not included

Not included

Included

Included

 **Secure Intranet Portal**

✓

✓

Secure Intranet Portal New: A locked intranet system for your teams (staff, volunteers, board) to communicate, store documents, and manage back office operations like shift scheduling, share board documents ahead of the next meeting, and so much more. Flexible enough to do almost anything you need, templated enough to save you time and headache.

Not included

Not included

Included

Included

 **Flagship Design Service and Handcrafted Components**

✓

Flagship Design Service: Enjoy the ultimate white-glove design experience, including stakeholder interviews, needs discovery, design presentations, content strategy, and advanced analytics.

Not included

Not included

Not included

Included

PAYMENT SUMMARY:

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Ongoing Year Total: \$6,000.00

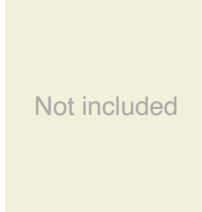
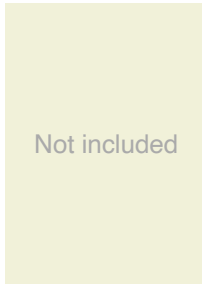
Custom Plug-ins: The ability to create any display component you might need from scratch, be it a rate calculator, a mapping tool, or an access-control code to view content. Development fee may apply depending on scope. [See Example](#)

Not included

Not included

Not included

Included



⚙️ Insurance and Uptime Guarantee ✓

99.99% Uptime Guarantee: Ensure ultra-reliable service to your district with the highest standard for government website hosting. See Status

Not included

Not included

Not included

Included

PAYMENT SUMMARY:

One-time setup fee of \$ 2,500 base price (Complete+ Setup 200+ pages, files, images, videos, etc)

First Year Total: \$8,500.00

Ongoing Year Total: \$6,000.00



Topic: RWA Board of Directors Agenda
Type: Routine
Item For: Action; Approve draft agenda
Purpose: [Policy 200.2](#)

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

This is an action item for the Executive Committee to review and consider approving the draft Agenda of the Regular Regional Water Authority (RWA) Board of Directors Meeting of May 14, 2026.

STAFF RECOMMENDED ACTION

A motion to approve RWA Board of Directors Agenda for May 14, 2026, Board Meeting.

BACKGROUND

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

Please be aware that the regularly scheduled Board meeting for May 14 2026, will be held at the Carmichael Water District, 7837 Fair Oaks Blvd., Carmichael, CA 95608.

FINDING/CONCLUSION

The Executive Director has prepared the draft Agenda for the RWA Board of Directors Meeting May 14, 2026 for the RWA’s Executive Committee’s consideration and approval.

ATTACHMENTS

Attachment 1- Draft RWA Board of Directors Agenda for May 14, 2026 Board Meeting



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

Thursday, May 14, 2026 at 9:00 a.m.

**Carmichael Water District
7837 Fair Oaks Blvd.
Carmichael, CA 95608
(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 the meeting from your computer, tablet or smartphone

Join Zoom Meeting

<https://us06web.zoom.us/j/81591056125>

or dial 1 669-444-9171

Meeting ID: **815 9105 6125**

If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 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 March 12, 2026, RWA Regular Board Meeting

Action: Approve Consent Calendar items as presented

4. PRESENTATION: CAPTIAL REGION SKILLED TRADES WORKFORCE INITIATIVE
Presenters: Maya Goodwin, Goodwin Strategy & Economics and Juliet Swinger, Sacramento Municipal Utilities District

5. PRESENTATION: JOINT PURCHASING PROGRAM
Presenter: Kathy Abarca and Todd Jordan, Citrus Heights Water District

6. DISCUSSION: STRATEGIC PLAN 2030
Presenters: Michael Saunders, RWA Chair; Jerry Azevedo and Bill Mueller Integrated Communications Strategies

7. FISCAL YEAR 2026/2027 BUDGET
Presenter: Tom Hoffart, Finance Director
Action: Approve Fiscal Year 2026/27 Budget

8. NEW MEMBERS
Presenter: Jim Peifer, Executive Director
Action: Approve the admission of INTERA as an Affiliate member

9. HEALTHY RIVERS AND LANDSCAPES PROGRAM
Presenter: Michelle Banonis, Strategic Affairs Manager
Action: Approve Healthy Rivers and Landscape/ARTESIAN agreements

- **Interagency Agreement for Cost-Sharing for Healthy Rivers and Landscape**
- **Amendment #1 to ARTESIAN agreement**
- **Amendment #1 to West Yost Agreement – Grant Management**

10. EXECUTIVE DIRECTOR'S REPORT

11. DIRECTORS' COMMENTS

ADJOURNMENT

Next RWA Board of Director's Meeting:

July 9, 2026, 9:00 a.m. at Fair Oaks Water District. The location is subject to change.

Next RWA Executive Committee Meeting:

April 28, 2026, 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 May 7, 2026

Ashley Flores, CMC, Board Clerk



Topic: Legislative Update
 Type: Legislative
 Item For: Action; Take positions
 Purpose: Policy 100.5 and Strategic Plan Priority- Advocacy Objective A

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

This is an action item for the Executive Committee to consider and take positions on proposed legislation. The RWA Executive Committee may take a position on any bill pending in the State Legislature or Congress upon a recommendation by the RWA staff and a discussion on the bill with the committee.

STAFF RECOMMENDED ACTION

Take positions on State and Federal legislation on any bill pending in the State Legislature or Congress upon a recommendation by staff and a discussion on the bill within the Executive Committee.

BACKGROUND

The first house policy committee deadline was April 24th for fiscal bills. RWA is currently tracking 24 substantive bills, 1 bill that RWA opposed is dead and RWA currently has positions on 6 bills. Staff is recommending the RWA take positions on the following bills:

Bill Number and Author	Bill Summary and recommend position
AB 1754 (Pacheco D- Downey)	For any state general obligation bond measure that is approved by voters on and after January 1, 2027, would require a bond act to include specified information about the objectives of the bond expenditure and related data. Current Position: None Recommended Change: Oppose Unless Amended
AB 1772 (Papan D- San Mateo)	Requires the California Department of Fish and Wildlife (CDFW) to develop a voluntary framework to prevent the overland spread of invasive mussels via watercraft. Current Position: None Recommended Change: Support if Amended



<p>AB 1881 (Ramos D- Highland)</p>	<p>Would prohibit a governmental agency from substantially burdening a California Indian or California Native American tribe’s exercise of religious beliefs or spiritual practices, including their access to and use of sacred sites and objects, and their ability to perform religious ceremonies and rites, even if the burden results from a rule of general applicability.</p> <p>Current Position: None Recommended Change: Oppose Unless Amended</p>
<p>AB 2032 (Ransom D- Tracy)</p>	<p>Would exempt from the requirement to obtain a restricted species permit a public or private agency that operates a water supply system for maintenance and operational activities to control the spread of golden mussels in the water supply system.</p> <p>Current Position: None Recommended Change: Support</p>
<p>AB 2215 (Calderon D- City of Industry)</p>	<p>Would require that the time periods for the application of water to beneficial use and for the completion of construction work for specific water right permits held by the Department of Water Resources for the operation of the State Water Project be December 31, 2085.</p> <p>Current Position: None Recommended Change: Oppose Unless Amended</p>
<p>AB 2218 (Kalra D- San Jose)</p>	<p>Would declare that it is the established policy of the state to acknowledge and correct the inequities caused by state-sanctioned acts of termination, removal, and assimilation inflicted upon all California Native American tribes through compensation, legal recognition of rights, or replacement of benefits lost. The bill would require all relevant state agencies, including the Department of Water Resources and the State Water Resources Control Board, to consider and incorporate this policy when revising, adopting, or establishing rights, policies, regulations, permits, or grant criteria to address identified inequities.</p> <p>Current Position: None Recommended Change: Oppose Unless Amended</p>



<p><u>AB 2739 (Soria D- Fresno)</u></p>	<p>Will establish the funding structures to address water affordability both from a household and system level.</p> <p>Current Position: None Recommended Change: Support</p>
<p><u>SB 1313 (McNerney D- Stockton)</u></p>	<p>Would provide that moneys in the Federal Safe Drinking Water Account and special accounts may be considered eligible and expended for projects that address perfluoroalkyl and polyfluoroalkyl substances in drinking water.</p> <p>Current Position: None Recommended Change: Support</p>
<p><u>SB 1326 (Wahab D- Fremont)</u></p>	<p>Makes a host of changes to existing tribal consultation requirements under CEQA.</p> <p>Current Position: None Recommended Change: Oppose Unless Amended</p>

FINDING/CONCLUSION

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



Topic: RWA Program Update
Type: Old Business
Item For: Information/Discussion
Purpose: [Policy 200.2](#)

SUBMITTED BY:	Jim Peifer Executive Director	PRESENTER:	Jim Peifer Executive Director
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EXECUTIVE SUMMARY

This is an information/discussion item for the Executive Committee to have a two-way dialogue with staff regarding various programs and initiatives the RWA currently has underway.

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

The RWA and SGA have a number of programs underway, the Executive Director will brief the Executive Committee on the status of many of those programs and initiatives. The report will include key milestones reached to date, the overall status of the programs, upcoming key milestones, and current and future anticipated resources.



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

SUBMITTED BY:	Jim Peifer Executive Director	PRESENTER:	Jim Peifer Executive Director
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EXECUTIVE SUMMARY

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

STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

BACKGROUND

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

On April 10, 2026, Executive Director Peifer attended and spoke at the Carmichael Water District’s Ribbon Cutting Ceremony which celebrated the construction of a new well, partially funded by a grant from the Department of Water Resources. Several dignitaries spoke including Director Mark Emmerson; State Senator Roger Niello; Sacramento County Supervisor Rich Desmond; and Carmichael Water District, General Manager Cathy Lee.

Executive Director Peifer has been invited to the California Extreme Precipitation Symposium to present on the Watershed Resilience Pilot Project on July 16, 2026.

The Executive Director, in consultation with legal counsel, will be entering into an professional services agreement with Boucher Law, PC to provide counsel, specialized in Human Resources.



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

SUBMITTED BY:	Jim Peifer Executive Director	PRESENTER:	Michael Saunders Chair
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EXECUTIVE SUMMARY

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

STAFF RECOMMENDED ACTION

None. This item is for information only.

BACKGROUND

This report is intended to provide an opportunity for the Board of Directors to report on any updates from their agency, comments, request future agenda items, recommendations, and questions.