

# SACRAMENTO GROUNDWATER AUTHORITY

MEETING OF THE BOARD OF DIRECTORS

Thursday, October 10, 2024 at 9:00 a.m.

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

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

#### IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

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

Join Zoom Meeting <a href="https://us06web.zoom.us/j/86234537375">https://us06web.zoom.us/j/86234537375</a>

Meeting ID: 862 3453 7375 Passcode: 955951

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 on SGA's website. 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 jpeifer@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of 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. Anyone may request an item be removed for separate consideration.

- **3.1** Approve the draft meeting minutes of August 8, 2024, SGA Board meeting
- 3.2 Approval of SGA Policy 400.1 (Investment Policy), no revisions

Action: Approve Consent Calendar items as presented

- 4. PROFESSIONAL SERVICES AGREEMENT WITH WOODARD & CURRAN Presenter: Trevor Joseph, Manager of Technical Services Action: Approve a Professional Services Agreement in the amount not to exceed \$352,881 with Woodard & Curran for professional services to support Sustainable Groundwater Management Act implementation and other groundwater management activities
- 5. FALL WATER LEVEL DATA COLLECTION AND SUPPORT 2026/2027 GROUNDWATER SUSTAINBILITY PLAN 5-YEAR UPDATE

Presenter: Trevor Joseph, Manager of Technical Services

Action: Approve Task Orders with GEI Consulting, Inc. for the following:
1) Task Order 24-03 in the amount of \$14,300 implementation of the SGMA; and 2) Task Order 24-04 in the amount of \$17,100 for supporting regulatory activities

6. INFORMATION: SGA ENGAGEMENT WITH SACRAMENTO REGIONAL WATER BANK

Presenter: Trevor Joseph, Manager of Technical Services

- 7. INFORMATION: DEPARTMENT OF WATER RESOURCES
  INTERCONNECTED SURFACE WATER GUIDANCE DOCUMENT BRIEFING
  Presenter: Trevor Joseph, Manager of Technical Services
- 8. APPOINTMENT OF NOMINATIONS COMMITTEE FOR 2025 SGA OFFICERS
  Presenter: Paul Selsky, SGA Chair
  Discussion/Action: Chair to Appoint Nominations Committee for 2025 SGA
  Officers
- 9. EXECUTIVE DIRECTOR'S REPORT

# **10.DIRECTORS' COMMENTS**

# **ADJOURNMENT**

# **Next SGA Board of Director's Meetings:**

December 12, 2024, 9:00 a.m. at the RWA/SGA office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. The location is subject to change.

Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <a href="https://www.sgah2o.org/meetings/board-meetings/">https://www.sgah2o.org/meetings/</a>

Posted on: October 4, 2024

Ashley Flores
Ashley Flores, CMC, Secretary

# **2024 SGA BOARD MEMBERS**

Organization	Representative/Alternate	Appointing Authority	Term Ends
California American Water	S. Audie Foster Terry Coleman (Alternate)		
Carmichael Water	Paul Selsky Chair	Sacramento	August 2026
District	Jeff Nelson (Alternate)	County	
Citrus Heights Water	Caryl Sheehan	Citrus Heights	February
District	Raymond Riehle (Alternate)	City Council	2028
City of Folsom	som Marcus Yasutake Folsom City YK Chalamcherla (Alternate) Council Todd Eising (Alternate)		Jan 2027
City of Sacramento	Lisa Kaplan Shoun Thao (Alternate) Brett Ewart (Alternate)	Sacramento City Council	April 2028 (Annual Review)
County of Sacramento	Chris Hunley Vice Chair Kerry Schmitz (Alternate) Matt Satow (Alternate)	Sacramento County	July 17, 2026
Del Paso Manor	Robert Matteoli	Sacramento	August 2028
Water District	Gwynne Pratt (Alternate)	City Council	
Fair Oaks Water	Randy Marx	Sacramento	August 2026
District	Christian Petersen (Alternate)	County	
Golden State Water	Paul Schubert	Sacramento	August 2028
Company	Sean Twilla (Alternate)	City Council	
Natomas Central	Matt Lauppe	Sacramento	August 2028
MWC	Brett Gray (Alternate)	City Council	
Orange Vale Water	John Wingerter	Sacramento	August 2026
Company	Craig Davis (Alternate)	County	
Rio Linda/Elverta	Mary Harris	Sacramento	August 2026
CWD	Anthony Cline (Alternate)	County	
Sacramento Suburban Water District	Jay Boatwright Robert Wichert (Alternate) Kevin Thomas (Alternate)	Sacramento City Council	July 2026 ( <i>Updated</i> 4/4/23)
San Juan Water	Ted Costa	Sacramento	August 2026
District	Dan Rich (Alternate)	County	
Agriculture	Mike DeWit Nathan Doyel (Alternate)	Sacramento County	August 2026
Self-Supplied Industry	Clint Luedtke Del Paso Country Club	Sacramento City Council	August 2028

# Agenda Item 2



Topic: Public Comment
Type: New Business

Item For: Information/Discussion

Purpose: Routine

Ashley Flores, CMC Jim Peifer

SUBMITTED BY: Secretary PRESENTER: Executive Director

#### **EXECUTIVE SUMMARY**

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

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

# STAFF RECOMMENDED ACTION

None. This item is for information only.

# **BACKGROUND**

Public agencies are required by law to provide an opportunity for the public to address the SGA Board of Directors matters that are not on the agenda.

# **3.0 CONSENT CALENDAR**

# Agenda Item 3.1



Topic: Meeting Minutes
Type: Consent Calendar

Item For: Action; Motion to Approve

Purpose: SGA Policy 200.1, Chapter 3.15

Ashley Flores, CMC Jim Peifer

SUBMITTED BY: Secretary PRESENTER: Executive Director

#### **EXECUTIVE SUMMARY**

This is an action item for the Sacramento Groundwater Authority Board of Directors to review and consider approving the draft minutes of the regular Sacramento Groundwater Authority Board of Directors Meeting of August 8, 2024.

#### STAFF RECOMMENDED ACTION

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

#### BACKGROUND

The draft minutes of the above referenced meetings are included with this Agenda. The minutes reflect the SGA Policy 200.1, § 3.15 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 Board of Directors.

#### **ATTACHMENTS**

Attachment 1- Draft meeting minutes of the Sacramento Groundwater Authority Board of Directors Meeting of August 8, 2024

# Attachment 1

Draft meeting minutes of the Sacramento Groundwater Authority

Board of Directors Meeting of August 8, 2024

# SACRAMENTO GROUNDWATER AUTHORITY



Board Meeting Draft Minutes August 8, 2024

#### 1. CALL TO ORDER

Chair Selsky called the regular meeting of the SGA Board of Directors to order on August 8, 2024 at 9:00 a.m. at the RWA conference room located at 2295 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833.

A quorum was established of 11 participating members. Individuals in attendance are listed below:

# **Board Members**

Audie Foster, California American Water
Paul Selsky, Carmichael Water District, Chair
Caryl Sheehan, Citrus Heights Water District
Marcus Yasutake, City of Folsom
Brett Ewart, City of Sacramento
Chris Hunley, County of Sacramento, Vice Chair
Gwynne Pratt, Del Paso Manor Water District
Sean Twilla, Golden State Water Company
Mary Garrison Harris, Rio Linda/Elverta CWD
Jay Boatwright, Sacramento Suburban Water District
Ted Costa, San Juan Water District
Clint Luedtke, Self-Supplied Industry, Del Paso Country Club

# **Staff Members**

Trevor Joseph, Tom Hoffart, Ryan Ojakian, Raiyna Villasenor, Ashley Flores and Chris Sanders, legal counsel

# **Others in Attendance**

Todd Eising, City of Folsom; Chris Shepard, Orange Vale Water Company; Christy Kennedy, Woodard & Curran; Jim Blanke, Woodard & Curran; Jeanna Long, Woodard & Curran; Kevin Thomas, Sacramento Suburban Water District; Craig Locke, Sacramento Suburban Water District; Cathy Lee, Carmichael Water District; John Wingerter, Orange Vale Water Company; Greg Zlotnick, San Juan Water District; Paul Helliker, San Juan Water District; and Tony Barela, San Juan Water District

#### 2. PUBLIC COMMENT

None

# 3. CONSENT CALENDAR

**3.1** Approve the draft meeting minutes of April 11, 2024 SGA Board meeting.

# A motion was made to approve the Consent Calendar.

Motion/Second/Carried Director Costa moved with a second by Director Pratt

Audie Foster, California American Water; Paul Selsky, Carmichael Water District, Chair; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Brett Ewart, City of Sacramento; Chris Hunley, County of Sacramento, Vice Chair; Gwynne Pratt, Del Paso Manor Water District; Sean Twilla, Golden State Water Company; Jay Boatwright, Sacramento Suburban Water District; Ted Costa, San Juan Water District; Clint Luedtke, Self-Supplied Industry, Del Paso Country Club; voted yes. Motion passed.

Ayes- 11 Noes- 0 Abstained- 0 Absent- 5

At 9:12 am Mary Garrison Harris, Rio Linda/Elverta joined the meeting virtually and requested to vote online for just cause. Chris Sanders, SGA General Counsel, opined that it was within her right to participate remotely based on the reason she provided prior to the start of the meeting. The Board Clerk confirmed there were 12 members present and starting with Agenda Item 4, a mandatory roll call vote was taken on the remaining action items.

# 4. CONSULTANT SELECTION RECOMMENDATION

This is an action item presented by Trevor Joseph Technical Services Manager for the Sacramento Groundwater Authority Board of Directors to review and approve the SGA Staff recommended selection of consultant in accordance with SGA Architectural and Engineering Services Policy 300.1.

# A motion was made to approve revisions to SGA Policy 400.3 (Budget Policy).

Motion/Second/Carried: Director Ewart moved with a second by Director Pratt

Audie Foster, California American Water; Paul Selsky, Carmichael Water District, Chair; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Brett Ewart, City of Sacramento; Chris Hunley, County of Sacramento, Vice Chair; Gwynne Pratt, Del Paso Manor Water District; Sean Twilla, Golden State Water Company; Mary Garrison Harris, Rio Linda/Elverta CW; Jay Boatwright, Sacramento Suburban Water District; Ted Costa, San Juan Water District; Clint Luedtke, Self-Supplied Industry, Del Paso Country Club; voted yes. Motion passed.

Roll Call Vote: Ayes- 12

Noes- 0 Abstained- 0 Absent- 4

Chair Selsky asked the Board if they felt the need to go into Closed Session, the Board declined.

Items 5-7 were reserved for Closed Session. No Closed Session Occurred.

# 8. REVISIONS TO POLICY 100.3 (COMPENSATION POLICY)

This was an action item presented by Chair Selsky for the Sacramento Groundwater Authority Board of Directors to consider and approve a resolution and revisions to Policy 100.3 which will 1) help to confirm the Executive Director's salary to be fully pensionable under CalPERS rules and, 2) revise when a cost-of-living adjustment is made to the staff to be consistent with the compensation policy of the Regional Water Authority (RWA).

A motion was made to adopt Resolution 2024-02; and Approve revisions to SGA Policy 100.3 (Employee Compensation Policy), waiving Section 2 of the policy for Fiscal Year 2024/2025 and apply a COLA of 1.9% beginning with the first full pay period of July 2024.

Motion/Second/Carried: Director Sheehan moved with a second by Director Boatwright

Audie Foster, California American Water; Paul Selsky, Carmichael Water District, Chair; Caryl Sheehan, Citrus Heights Water District; Marcus Yasutake, City of Folsom; Brett Ewart, City of Sacramento; Chris Hunley, County of Sacramento, Vice Chair; Gwynne Pratt, Del Paso Manor Water District; Sean Twilla, Golden State Water Company; Mary Garrison Harris, Rio Linda/Elverta CW; Jay Boatwright, Sacramento Suburban Water District; Ted Costa, San Juan Water District; Clint Luedtke, Self-Supplied Industry, Del Paso Country Club; voted yes. Motion passed.

Roll Call Vote: Ayes- 12

Noes- 0 Abstained- 0 Absent- 4

# 9. LEGISLATIVE UPDATE

This was an information item presented by Ryan Ojakian, Manager of Government Relations to provide a briefing on important legislative and regulatory updates for the Sacramento Groundwater Authority Board of Directors.

No action taken this item was for information/discussion only.

# 10.EXECUTIVE DIRECTOR'S REPORT

Executive Director Peifer report was delivered by Trevor Joseph, Technical Services Manager. He reported that the Holiday party will be at the Delta King on December 12, 2024. He also highlighted a Groundwater in California fact sheet attached to the report published by Public Policy Institute of California.

# 11.DIRECTORS' COMMENTS

Director Foster reminded Board members to be mindful of staff that work outside in the elements and practice heat safety.

Director Selkey reported that Carmichael Water District was collecting data to study daily maximum demands during days when there are heat advisory warnings.

#### **ADJOURNMENT**

With no further business to come before the Board, Chair Selsky adjourned the meeting at 10:01 a.m.

By:	
Paul Selsky, SGA Chair	
Attest:	
Ashley Flores, CMC, Clerk of the Boar	rd



Topic: Annual Review/Approval of SGA Policy 400.1 (Investment Policy)

Type: Policy

Item For: Consent Calendar

Purpose: SGA Policy 400.1 (Investment Policy)

Tom Hoffart, Tom Hoffart,

SUBMITTED BY: Finance & Administrative PRESENTER: Finance & Administrative

Services Manager Services Manager

#### **EXECUTIVE SUMMARY**

This is a recurring annual action item for the Board of Directors to review and approve the SGA Policy 400.1 (Investment Policy). Pursuant to California Government Code 53646, the Investment Policy shall be considered at a public meeting on an annual basis.

#### STAFF RECOMMENDED ACTION

Approve the SGA Policy 400.1 (Investment Policy), with no revisions.

#### BACKGROUND

The SGA Policy 400.1 (Investment Policy) is in accordance with the California Government Code, so there is currently not a need to modify the existing policy. Currently, the SGA invests in the Local Agency Investment Fund (LAIF). LAIF is a local government investment pool administered by the State of California and is invested in the State's Pooled Money Investment Account. LAIF's investments are in accordance with the California Government Code and are liquid with one day deposits and withdrawals. LAIF's interest rate as of June 30, 2024, was 4.55%, up from 3.15% as of June 30, 2023. During fiscal year 2023/24, the SGA earned \$60K in interest from LAIF, up from fiscal year 2022/23 of \$29K.

# FINDING/CONCLUSION

The SGA Policy 400.1 (Investment Policy) is in accordance with the California Government Code, so there is currently not a need to modify the existing policy. Additionally, staff has no recommended changes to this policy.

Staff recommends the approval of the SGA Policy 400.1 (Investment Policy), with no revisions.

#### **ATTACHMENTS**

Attachment 1 – SGA Policy 400.1 (Investment Policy) Attachment 2 – SGA June 2024 LAIF Statement

# SACRAMENTO GROUNDWATER AUTHORITY POLICIES AND PROCEDURES MANUAL

Policy Type : Fiscal Management Policy Title : Investment Policy

Policy Number : 400.1

Date Adopted : February 13, 2003 Date Amended : October 11, 2012

# SACRAMENTO GROUNDWATER AUTHORITY INVESTMENT POLICY

# 1.0 Purpose

The purpose of this Investment Policy ("Policy") is to establish cash management and investment guidelines for the Treasurer, who is responsible for investing and safeguarding the Sacramento Groundwater Authority's ("SGA") surplus funds. Each transaction and the entire portfolio must comply with California Government Code (the "Code") Sections 53600 through 53610 (Investment of Surplus), Sections 53630 through 53686 (Deposit of Funds), and this Policy.

# 2.0 Scope

This Policy applies to all surplus financial funds of SGA that may be invested because they are not needed for immediate payment of expenses. These funds are accounted for in SGA's audited annual financial report and include:

- 1. Special Revenue Funds
- 2. Trust and Agency Funds
- **3.** Any new fund created by the legislative body, unless specifically exempted.

Except for cash in certain restricted and special funds, SGA will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. In addition, the costs of managing the investment portfolio, including but not limited to the costs of investment management, custody of assets, managing and accounting for banking, and oversight controls, will be charged to investment earnings based upon actual hours of labor devoted to managing each of the funds.

# 3.0 General Objectives

In accordance with the Code, the primary objectives, in priority order, of investment activities will be safety, liquidity, and yield:

- **1. Safety.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. Each investment transaction will be entered into with consideration for the quality of the issuer and of the underlying security and collateral.
- **2. Liquidity.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Liquidity will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands whenever feasible. A portion or the entire portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.
- **3. Yield.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

#### 4.0 Standards of Care

- 1. Prudent Investor Standard. In accordance with Section 53600.3, the SGA Board and Treasurer are trustees and fiduciaries subject to the "Prudent Investor Standard." The Prudent Investor Standard requires the Board and Treasurer, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing the SGA's funds, to act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the SGA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the SGA. This standard will be applied in all investment decisions, including those related to hedging interest rate risks associated with debt financing. This standard will be applied in all investment decisions.
- 2. Ethics and Conflicts of Interest. The Treasurer and any other officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Such officers and employees will disclose to the Board of Directors any material interests in financial institutions with which they conduct business. They will further disclose any

personal financial/investment positions that could be related to the performance of the investment portfolio. Affected officers and employees will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of SGA. All such officers and employees are prohibited from accepting honoraria, gifts from financial dealers and financial institutions.

**3. Delegation of Authority.** Under Section 53607 of the Code, authority to manage SGA's investment portfolio is expressly delegated to the Board of Directors, which may delegate its authority to the Treasurer. In accordance with Section 53607, the Board hereby delegates its responsibility for the operation of the investment program to the Treasurer, who will act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this Policy.

# 5.0 Safekeeping and Custody

**1. Authorized Financial Dealers and Institutions.** The Treasurer will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

SGA will only deposit funds in a depository that is established and operated in accordance with applicable federal and state laws and regulations.

All financial institutions and broker/dealers who desire to become qualified to conduct investment transactions for SGA must supply the following to the Treasurer as requested:

- Audited financial statements
- o Proof of National Association of Securities Dealers (NASD) certification
- Trading resolution
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification signed by an authorized officer that he or she has read and understood and that the institution agrees to comply with this Policy.

The Treasurer will conduct an annual review of the financial condition and registration of qualified financial institutions and broker/dealers. A current audited financial statement is required to be on file for each financial institution and broker/dealer in or through which SGA invests. No broker, dealer, or securities firm will be eligible to provide services to SGA within 24

months of making a campaign contribution to any SGA Board member, if the contribution exceeds the limits contained in Rule G-37 of the Municipal Securities Rulemaking Board.

**2. Delivery vs. Payment.** Where applicable, all trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

# 6.0 Suitable and Authorized Investments

The Treasurer is authorized to make investments in accordance with the general categories and limitations established by Sections 53601, 53601.6, 53601.8, 53635, 53635.2, 53638 and 53684 of the Code. Authorized investments also will include investment into the Local Agency Fund ("LAIF") in accordance with Section 16429.1 of the Code. See Appendix A, which summarizes the categories of permitted investments.

# 1. U.S. Government, Agencies, State and Local Government Sponsored Enterprises

- a. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- b. Registered state warrants or treasury notes or bonds of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- c. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- d. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency; provided, however, that any bond or certificate of participation investments in member agencies require prior Board approval.
- e. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- f. These investments have a maximum maturity of five years.

# 2. Bankers Acceptance Notes

- a. Investments in prime bankers' acceptances may not exceed 40 percent of the portfolio in effect on the date of purchase of any such investment.
- b. No more than 30 percent of this category of investments may be invested in any one commercial bank's acceptances.
- c. The maximum maturity shall be limited to 180 days.

# 3. Commercial Paper

- a. Only commercial paper of prime quality of the highest ranking or of the highest letter and numerical rating, at the time of purchase, as provided by Moody's Investors Services or Standard & Poor's Corporation may be purchased.
- b. Investments in commercial paper shall not exceed 25 percent of the portfolio in effect on the date of purchase of any such investment.
- c. Each investment shall not exceed 270 days maturity.
- d. No more than 10 percent of the outstanding commercial paper of an issuing corporation may be purchased.
- e. The issuer is either: (1) organized and operating in the United States as a general corporation and has total assets in excess of \$500 million. If the entity has debt other than commercial paper, it is rated "A", "A-2" or higher by a nationally recognized rating agency; or (2) is organized within the United States as a special purpose corporation, trust or limited liability company. Has program-wide credit enhancements including, but not limited to, over-collateralization, letters of credit or surety bond. Has commercial paper that is rated "A-1", "A+" or higher by a nationally recognized rating agency.

# 4. Negotiable Certificates of Deposit

- a. A negotiable certificate of deposit must be issued by a nationally or state-chartered bank, a state or federal savings and loan association or savings bank, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank and be rated "A" or better by at least one nationally recognized rating agency.
- b. Investments in negotiable certificates of deposit may not exceed 30 percent of the total portfolio in effect on the date of purchase of any such investment.
- c. The investment will not exceed the total of the net worth of any depository savings and loan association, except that investments up to a total of \$500,000 may be made to a savings and loan

- association without regard to the net worth of that depository, if such investments are insured or secured as required by law.
- d. The investment shall not exceed the shareholders' equity of any depository bank. For the purpose of this constraint, shareholders' equity shall be deemed to include capital notes and debentures.
- e. The SGA Board and the Treasurer or other official of the SGA having legal custody of the moneys are prohibited from investing SGA funds, or funds in the custody of the SGA, in negotiable certificates of deposit issued by a state or federal credit union if a member of the SGA's Board, or a person with investment decision making authority at the SGA also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.
- f. The maximum maturity is limited to five years.

# 5. Medium-term notes

- a. Investment in medium-term notes are limited to corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- b. Purchases of medium-term notes will be limited to a maximum maturity of five years.
- c. Purchases of medium-term notes may not exceed 30 percent of the portfolio.
- d. Notes eligible for investment shall be rated in a rating category of at least "A" or its equivalent or better by a nationally recognized rating service.

# 6. Shares of Beneficial Interest (Money Market Funds)

- a. Investment in shares of beneficial interest issued by eligible diversified management companies that invest in securities that comply with Section 53601 and 53635 of the Code or are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940.
- b. These eligible companies must meet the following criteria:
  - Attain the highest ranking of the highest letter and numerical rating provided by not less than two nationally recognized rating agencies
  - ii. Retain an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market funds with assets under management in excess of \$500 million.

- c. The purchase price of the shares will not include any commission that the companies may charge and will not exceed 20 percent of the portfolio.
- d. No more than 10 percent of portfolio may be invested in one mutual fund.

# 7. Collateralized Bank Deposits

- a. Maximum maturity is limited to five years.
- b. Collateralization must be consistent with the requirements of Sections 53651 through 53652 of the Code.

# 8. Time Deposits

- a. For purposes of this Policy, collateralized time deposits will be considered investments.
- b. The financial institution used must have been in existence for at least five years.
- c. The financial institution must have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities.
- d. Eligibility for deposits will be limited to those financial institutions that have a branch in the State of California and maintain a rating equivalent to Thompson BankWatch Service of "B" or better.
- e. Credit requirements may be waived for a \$100,000 time deposit that is federally insured.
- f. The deposit will not exceed the shareholders' equity of any depository bank. For the purpose of this constraint, shareholders' equity will be deemed to include capital notes and debentures.
- g. The deposit will not exceed the total of the net worth of any depository savings and loan association, except that deposits not exceeding a total of \$500,000 may be made to a savings and loan association without regard to the net worth of that depository, if such deposits are insured or secured as required by law.
- h. Deposits must be insured up to the FDIC's current limit. For uninsured deposits, the financial institution will maintain in the collateral pool securities having a market value of at least 10 percent in excess of the total amount deposited. SGA, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. SGA shall have a signed agreement with any depository accepting SGA funds. Promissory notes secured by real estate mortgages or deeds of trust are not acceptable as collateral.
- i. When other factors are equal, appropriate consideration will be given to a financial institution that either individually or as a member

- of a syndicate bids on or makes a substantial investment in the SGA's securities, contributes service to the SGA, and offers significant assistance to the SGA, so as to provide for distribution of total deposits among eligible financial institutions.
- j. Purchased time deposits will be limited to a maximum maturity of five years.

# 9. Local Agency Investment Fund

a. Deposits for the purpose of investment in the Local Agency Investment Fund of the State of California may be made up to the maximum amount permitted by State Treasury policy.

# 7.0 Reporting

- 1. Required Periodic Reports. The Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the members of the SGA Board of Directors and Executive Director to ascertain whether investment activities during the reporting period have conformed to this Policy. The report shall be provided to the Board of Directors and the Executive Director. If applicable, the investment report will include the following:
  - Listing of individual securities held at the end of the reporting period by investment category.
  - Average life and final maturity of all investments listed
  - Coupon, discount, or earnings rate
  - o Par value, amortized book value and market value
  - Percentage of portfolio represented by the investment category
- **2. LAIF Reporting.** If the surplus funds are solely invested in the Local Agency Investment Fund (LAIF), the monthly LAIF statement shall be sufficient for reporting purposes.

# 8.0 Policy Considerations

- **1. Amendments.** This Policy will be reviewed by the Treasurer on an annual basis. Any changes to this Policy recommended by the Treasurer must be approved by the Board of Directors, after review and comment by the individual(s) charged with maintaining internal controls.
- **2. Administration.** The Treasurer may at any time further restrict the securities approved for investment as deemed prudent. From time to time, the established portfolio limitations may be exceeded due to irregular cash

flows or in certain economic conditions. In such cases, the Treasurer will inform the Board of Directors and Executive Director and take action consistent with the prudent investor standard to ensure that no category of investments exceeds the statutory limitations provided in the Code.

- **3. Performance Review.** The Treasurer will conduct an annual appraisal of SGA's investment portfolio to evaluate its effectiveness and conformance with this Policy. To the extent necessary or appropriate, the Treasurer will make recommendations to the Board of Directors concerning the improvement and/or restructuring of the portfolio.
- **4. Existing Investments.** Any investment held by SGA at the time this Policy is first adopted or revised to conform to changes in law or this Policy will not be sold because of a failure to conform to this Policy, unless the Treasurer deems sale of the investment to be prudent or required by law.
- **5. Conflict With Statute.** In the event that any provision of this Policy conflicts with the Code or any other applicable state or federal statute, the provisions of any such statute will govern.

# **APPENDIX A**

# PERMITTED INVESTMENT INSTRUMENTS PER GOVERNMENT CODE (AS OF JANUARY 1, 2012) 1

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirement
Local Agency Bonds	5 years	100	None
U.S. Treasury Obligations	5 years	100	None
State Obligations—CA And Others	5 years	100	None
CA Local Agency Obligations	5 years	100	None
U.S Agency Obligations	5 years	100	None
Bankers' Acceptances	180 days	40%	None
Commercial Paper—Select Agencies	270 days	25% of the agency's money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper—Other Agencies	270 days	40% of the agency's money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit and CD Placement Service	5 years	30%	None
Medium-Term Notes	5 years	30%	"A" Rating
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple
Collateralized Bank Deposits	5 years	100	None
Bank/Time Deposits	5 years	100	None
County Pooled Investment Funds	N/A	100	None
Joint Powers Authority Pool	N/A	100	Multiple
Local Agency Investment Fund (LAIF)	N/A	100	None

<sup>&</sup>lt;sup>1</sup> See Article 6 of the Policy for a more complete description of each permitted investment and related limitations.

# California State Treasurer Fiona Ma, CPA

6

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 July 03, 2024

LAIF Home PMIA Average Monthly Yields

# SACRAMENTO GROUNDWATER AUTHORITY

FINANCE MANAGER 2295 GATEWAY OAKS DRIVE SACRAMENTO, CA 95833

**Tran Type Definitions** 

Account Number: 90-34-020

June 2024 Statement

# **Account Summary**

Total Deposit: 0.00 Beginning Balance: 1,253,281.04

Total Withdrawal: 0.00 Ending Balance: 1,253,281.04

# Agenda Item 4



Topic: Professional Services Agreement with Woodard & Curran

Type: New Business

Item For: Action; Approve Professional Services Agreement

Trevor Joseph, Trevor Joseph,

SUBMITTED BY: Manager of Technical PRESENTER: Manager of Technical

Services Services

#### **EXECUTIVE SUMMARY**

This is an action item for the Board of Directors to approve a Professional Services Agreement and in the amount not to exceed \$352,881 with Woodard & Curran for consulting services to support Sustainable Groundwater Management Act (SGMA) implementation and other groundwater management activities.

# STAFF RECOMMENDED ACTION

Approve a Professional Services Agreement in the amount not to exceed \$352,881 with Woodard & Curran for professional services to support Sustainable Groundwater Management Act (SGMA) implementation and other groundwater management activities.

#### **BACKGROUND**

Woodard and Curran will provide professional services to support SGMA implementation and other groundwater management activities. Specifically, the scope of work (attachment 1) supports the annual report preparation, five-year evaluation of the GSP and related tasks. SGA staff will seek Board of Directors approval at a future Board meeting for tasks 4 and 7 related to a GSP amendment and modeling support.

At the August 8, 2024, SGA Board meeting, the Board of Directors approved SGA staff's consultant selection recommendation of Woodard & Curran for the GSP evaluation, GSP update and Annual Report preparation. Per the GSP implementation memorandum of agreement (MOA), the SGA is the contracting entity on behalf of the other NASb GSAs.

The NASb Groundwater Sustainability Agencies (GSAs) including SGA, West Placer GSA, South Sutter Water District, Sutter County, and Reclamation District 1001 are planning to complete a five-year GSP evaluation and GSP update. This GSP update requires the NASb GSAs to update technical information, water budget, modeling, and other information as required by the GSP regulations. In addition, the update of a GSP requires coordination with other adjacent GSAs, stakeholder engagement, and an updated document for NASb GSAs to consider for adoption. In addition to completion of tasks related to a 5-year GSP evaluation and GSP update, additional services will be provided by Woodard & Curran to aid with the completion of the 2024 Annual Report and other SGMA GSP implementation activities.

# Agenda Item 4



The specific tasks and amounts recommended by staff are defined in the attached scope of work summarized below:

- Task 1 Project Management and Coordination (\$128,817)
- Taks 2 Outreach and Communication (\$68,055)
- Task 3 Periodic Evaluation (\$84,662)
- Task 5 Annual Report (\$51,743)
- Task 6 Groundwater Monitoring (\$19,604)

#### FISCAL IMPACT

There is funding in the NASb GSA supported 2021 GSP 5-year Implementation Budget to accommodate the work of the consultant, but future budget adjustments will needed to reflect the increased costs for future tasks 4 and 7. The NASb GSAs, including the SGA, will need to approve an amended 2021 GSP 5- year Implementation Budget before the SGA authorizes the additional tasks 4 and 7. The process of seeking NASb GSA support an amended 2021 GSP 5- year Implementation Budget is underway.

# FINDING/CONCLUSION

Staff is recommending that professional services be obtained to support SGMA implementation and other groundwater management activities. Approval of a PSA with Woodard & Curran will be critical to continue to meet the obligations set forth in SGMA. SGA staff will seek Board of Directors approval at a future Board meeting on an amended 2021 GSP 5- year Implementation Budget and approval of remaining Woodard & Curran tasks 4 and 7 related to a GSP amendment and modeling support.

#### **ATTACHMENTS**

Attachment 1 – Professional Services Agreement and Scope or Work Woodard & Curran

# Sacramento Groundwater Authority Services Agreement

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

# 1 Scope of Work

Contractor is being retained to provide support services for Sustainable Groundwater Management Act ("SGMA") implementation and other Groundwater Management activities. Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work") and subsequent task orders to be negotiated and approved by SGA and Contractor. Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

# 2 Payment

- 2.1 SGA shall pay to Contractor a fee based on:
  - \_ X \_\_ Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.
  - \_\_\_ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$352,881. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by SGA. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to SGA 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, SGA shall pay the invoice within 30 days of its receipt.

#### 3 Term

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

Rev. 07/07/21 1

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

# 4 Professional Ability of Contractor

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

# 5 Conflict of Interest

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

#### 6 Contractor Records

- 6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. SGA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.
- 6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

#### 7 Ownership of Documents

Except for Contractor's proprietary software, source code, software frameworks and methodologies, and intellectual property, all works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any

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

# 8 Confidentiality of Information

- 8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the SGA or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by SGA. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by SGA. 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 immediately notify and consult with the other party concerning the proposed disclosure.
- 8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the SGA or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, SGA policies and directives, and best industry security practices and standards.
- 8.3 If any person or entity, other than SGA or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential

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

# 9 Compliance with Laws

- 9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.
- 9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.
  - 9.2.1 This section 9.2 applies if the Work includes either of the following:
- 9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the preconstruction 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 SGA facility, plant, building, structure, utility system or other property ("SGA Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any SGA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on SGA 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

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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.

- Contractor shall comply with the California Labor Code provisions 9.2.2concerning 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 diem wages http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to SGA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to SGA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

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•	Contractor's F	Tublic works	Contractor	Registration	Number	IN/A	

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

-	Contractor's 1	Dublic I	Monley C	antro atom	Domintmotion	Marsahom	NT/A	
(	Contractors I	Public V	works t	ontractor	Registration	Number	N/A	

# 10 Indemnification.

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

obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

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

#### 11 Insurance

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

Туре	Limits	Scope
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and
Automobile liability	\$1,000,000 per accident	advertising injury 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	

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

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

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

#### 12 General Provisions

- 12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent writing, approved and signed by both parties.
- Independent Contractor. Contractor's relationship to SGA is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not SGA employees, and they are not entitled to SGA employment salary, wages or benefits. Contractor shall pay, and SGA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify SGA, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.
- 12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without SGA's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to SGA in the manner provided in section 11 of this Agreement.
- 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.

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- 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 SGA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.
- 12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.
- 12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where SGA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.
- 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:

	DOM.
	Sacramento Groundwater Authority
	Attn:
	Sacramento Groundwater Authority, 2295 Gateway Oaks Drive, #100, Sacrament
CA, S	95833
	E-mail:

Contractor: Woodard & Curran, Inc. Attn: Ali Taghavi, Ph.D., P.E. 801 T Street, Sacramento, CA 95811

E-mail: ataghavi@woodardcurran.com

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

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.

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Rev. 07/07/21 8

Sacramento Groundwater Authority:	
Dated:	
By:	
Jim Peifer	
Executive Director	
Woodard & Curran, Inc.	
Dated:	
By:	
Ali Taghavi	
Senior Principal   Senior Technical Practical	ctice Leader

# Support Services for Sustainable Groundwater Management Act (SGMA) Implementation and Other Groundwater Management Activities

Scope of Work October 1, 2024

# **TASK 1: PROJECT MANAGEMENT & COORDIATION**

Task 1 focuses on the administrative and managerial efforts required to execute the project. This task includes general project activities internal to the GSP development team; project management meetings, budgeting, contract management, agency coordination, and project reporting.

# 1.1 Kick-Off Meeting

Upon Notice to Proceed from the Sacramento Groundwater Authority (SGA), the Project Manager will convene a kick-off meeting with SGA, North American Subbasin (NASb) Groundwater Sustainability Agencies (GSAs), and key Woodard & Curran staff. The meeting will review the roles and responsibilities, schedule, and deliverables. An internal roster and communication preferences will be outlined. A PowerPoint slide deck will be prepared and presented, containing an initial schedule of internal coordination meetings will be provided, key technical milestones as well as a high-level plan for the suite of meetings outlined in Task 2.

#### **Deliverables:**

• Kick-off meeting roster, agenda, PowerPoint slides

# 1.2 Coordination Meetings

Woodard & Curran will prepare for and attend bi-weekly (every two weeks) meetings with SGA. The purpose of these meetings will be to communicate progress, receive feedback and information, coordinate the work effort, and troubleshoot challenges. These meetings will be 1-hour in length and conducted virtually. An estimated total of 24 coordination meetings will be scheduled over the course of GSP evaluation, revision/amendment, and adoption. Discussion topics and a summary of key issues and decisions will be developed for each meeting.

On an as-needed basis limited to the budgeted hours, Woodard & Curran will coordinate with DWR to facilitate discussions around proposed modifications and amendments to the NASb GSP to address the Recommended Corrective Actions, to obtain feedback as required to inform decisions, and to generally solicit input as to acceptability on revised GSP chapters.

#### **Deliverables:**

Bi-weekly coordination meeting materials: agenda and, if relevant, presentation slides

# **Assumptions:**

- All meetings will be held virtually and be one hour in length.
- At least one member of the Woodard & Curran team will attend every meeting, with additional Woodard & Curran team members attending at the discretion of the Project Manager.
- 12 "as needed" meetings may occur outside the scheduled bi-weekly meetings. These meetings
  include those with SGA to discuss project-related items with up to two Woodard & Curran staff in
  attendance.

# 1.3 Intrabasin GSA Coordination Support

Woodard & Curran will support SGA with intrabasin coordination activities resulting between the Subbasin's GSAs. These support activities may include but are not limited to: SGMA implementation progress updates, upcoming meeting topics or information on previous meeting discussions, technical/regulatory guidance, and/or check-in meetings. It is assumed check-in meetings with intrabasin GSAs, if needed, would occur up to four times during the project timeline, may include one or more GSA, and will last no more than one hour.

### **Deliverables:**

Meeting agendas

# 1.4 Interbasin Coordination Meetings

Woodard & Curran will hold up to four coordination meetings with the four neighboring basins' GSAs to facilitate discussions around proposed modifications and amendments to the NASb GSP and how these modifications may impact the neighboring basins. It is assumed coordination meetings will be held individually by basin and be one hour in length.

### **Deliverables:**

Meeting agendas

#### 1.5 Contract Administration

Subtask 1.5 includes monthly invoicing and progress reporting, general communications with SGA, and other actions required to complete the scope of work identified in the project contract.

### **Deliverables:**

Monthly invoices and progress reports

# TASK 2: OUTREACH & COMMUNICATIONS

# 2.1 Public Meetings

Woodard & Curran will host and provide technical-related support for up to two meetings for the general public. It is anticipated that information prepared for these meetings will be related to updates on the amended GSP, Periodic Evaluation, and/or Water Year 2024 Annual Report.

### **Deliverables:**

Meeting agendas, PowerPoint presentation materials, and minutes

# **Assumptions:**

- Each meeting will be up to two hours in length.
- Attendance is anticipated to be virtual but may also be in-person depending on SGA preference, meeting topics, and/or level of interest from the public and stakeholders in the Subbasin. If held in-person, SGA will be responsible for the meeting venue.

# 2.2 Sustainable Management Criteria Outreach

Given the potential changes in sustainable management criteria, this task provides targeted outreach and engagement related to potential modifications of sustainable management criteria, which may include meetings with regulatory agencies, NGOs, and other relevant stakeholder groups. It is assumed up to four meetings will be held with these entities.

## **Deliverables:**

Meeting agendas, PowerPoint presentation materials, and minutes

### **Assumptions:**

• All meetings will be up to two hours in length, held virtually.

### 2.3 Website Migration and 1 Year Hosting

Woodard & Curran will migrate the existing NASb website to a new server, which includes the following activities:

- Conducting a backup of the current website, including files and databases;
- Setting up the new server environment with the necessary software and configurations;
- Transferring the website files and databases to the new server;
- Updating DNS settings to point to the new server;
- Testing the website on the new server to verify functionalities are working correctly; and

Providing post-migration support to address issues that may arise.

Additionally, Woodard & Curran will host and maintain the web site for one year.

### **Deliverables:**

Migrated website

# **Assumptions:**

- SGA will provide necessary administrative access to the current server
- SGA will provide access allowing for DNS updates
- The website may be down for a period of 1 business day to facilitate the migration

# 2.4 Website Updates

In coordination with SGA, Woodard & Curran will provide updates to the North American Subbasin GSA website (<a href="www.nasbgroundwater.org">www.nasbgroundwater.org</a>). This website will be the primary tool used for public communication and outreach, and will provide information about SGMA, proposed GSP revisions to address the Recommended Corrective Actions identified in the Department of Water Resources (DWRs) determination letter, and meeting schedules.

# **Deliverables:**

Updated website materials

# **Assumptions:**

• Appropriate access will be provided to allow updates to the website.

#### 2.5 DMS Needs Assessment

Woodard & Curran will develop a needs assessment for a potential revised DMS, the assessment will involve one coordination meeting between Woodard & Curran, SGA, and others as directed by SGA. The meeting will allow for a conversation on the current DMS, other DMS's, local needs, and potential solutions. A Needs Assessment Memorandum will be developed to outline the desired features of a potential new DMS.

# **Deliverables:**

Meeting agendas, PowerPoint presentation materials, and minutes

# **Assumptions:**

- Woodard & Curran will be provided access to the DMS, along with underlying datasets.
- The meeting is assumed to be held virtually and up to two hours in length.

# **TASK 3: PERIODIC EVALUATION**

Woodard & Curran will prepare a Periodic Evaluation based on the requirements presented in the California Water Code and the GSP Regulations. DWR guidance will be considered as part of development, but the primary approach is to meet the regulatory requirements, provide value to local groundwater management, and provide a cost-effective document.

This Periodic Evaluation Report will be prepared under this task and may include the following sections:

- **Introduction** introduces the Periodic Evaluation and the regulatory requirements of the evaluation.
- **Significant New Information** describes any new information related to the basin setting, hydrogeologic conceptual model, water use, the CoSANA model, and the monitoring network that the GSAs have acquired during the evaluation cycle and whether it warrants changes to any aspect of the GSP. This section also provides an evaluation of the basin setting based on new information or changes in basin water use and an assessment of the GSP's monitoring networks for each applicable sustainability indicator.
- Progress Towards Sustainability evaluates current groundwater conditions for each applicable sustainability indicator relative to the sustainable management criteria established in the GSP, modifications made to sustainable management criteria since the original GSP, and impacts of sustainable management criteria on adjacent basins.
- Status of Projects and Management Actions summarizes the GSA implementation activities
  related to projects and management actions that took place over the course of the evaluation
  cycle.
- **GSA Activities** describes new authorities, if any, the Subbasin's GSAs have gained, established or exercised since the GSP submittal and summarizes what has been implemented to advance groundwater sustainability; discusses the coordination efforts and activities that occurred between the GSAs, hydrologically connected basins, and land use agencies in addition to federal, state, and local agency coordination that was relative to SGMA implementation; and also includes any additional information that helps describe progress made towards achieving the sustainability goal for the basin.
- Summary of Proposed or Compiled Revisions to Plan Elements summarizes the key takeaways from the Periodic Evaluation, including a brief overview of next steps and how the GSAs intend to use this evaluation to continue moving the basin towards their sustainability goal.

It is anticipated that sections will reuse or cross-reference materials in the Annual Reports or the Amended GSP to reduce the level of effort, reduce the review time required by GSA staff, and to improve consistency between the annual reports, Periodic Evaluation, and Amended GSP.

An Administrative Draft NASb Periodic Evaluation will be prepared for GSA review. Comments received will be incorporated into the document to produce a Draft NASb Periodic Evaluation. The Draft NASb Periodic Evaluation will be posted on the North American Subbasin website at <a href="https://www.nasbgroundwater.org">www.nasbgroundwater.org</a> for public review. Comments received will be considered and incorporated into the evaluation as appropriate. The Final NASb Periodic Evaluation will be submitted to DWR before January 24, 2027, as required by DWR's determination letter.

# **Deliverables:**

- Administrative Draft NASb Periodic Evaluation
- Draft NASb Periodic Evaluation
- Final NASb Periodic Evaluation

# **Assumptions:**

- One set of comments will be provided from the GSAs on the Administrative Draft to avoid conflicting comments.
- All deliverables are provided electronically

# **TASK 4: GSP AMENDMENT**

Woodard & Curran will prepare an amendment to the existing NASb GSP. It is anticipated that the amendment will address modifications to the chronic lowering of groundwater levels sustainable management criteria, refinements to degraded water quality, inelastic land subsidence, and depletions of interconnected surface water sustainable management criteria, and new data generated during the evaluation cycle. In addition, responses to the Recommended Corrective Actions in the 2023 NASb GSP Determination Letter be incorporated in the update, as appropriate.

### 4.1 NASb GSP Amendment

Using the analyses, model updates, and other work efforts completed under this contract, each chapter in the 2022 NASb GSP will be evaluated and revised as appropriate. Revisions will take place in the Basin Setting section (including HCM, Groundwater Conditions and Water Budgets), the Sustainable Management Criteria section, the Monitoring Networks section, and Projects and Management Actions section, to incorporate revisions to address DWR's Recommended Corrective Actions, to incorporate modifications desired by the GSAs, and to make the GSP reflective of current conditions and progress on GSP implementation.

Specifically, the groundwater conditions section will incorporate the latest available data to characterize conditions. Updates to the characterization of depletions of interconnected surface water are anticipated to be made based on available guidance from DWR and on the modeling results from Task 7.1. Characterization of GDEs will also be updated, also supported by analysis under Task 7.1. The water budget section will incorporate the latest available modeling results and associated changes to sustainable yield, if warranted. The SMC sections will reflect the technical analyses performed under Task 4.2 to revise SMC to reflect local management needs and to address DWR's recommended corrective actions. The Projects and Management Actions section will update existing projects, adding and removing projects were necessary based on SGA input.

Minor revisions will be made as appropriate in other GSP chapters, including the Agency Information, Plan Area, and Notice and Communications sections to reflect current GSP implementation. Revisions will also be made to reconcile inaccurate or inconsistent figures, tables, and text. And the executive summary will be updated to reflect the modifications made in the body of the document.

Document compilation and review cycles are included in Tasks 4.3, 4.4, and 4.5. Coordination activities associated with this subtask and other subtasks within Task 4 are included in Tasks 1 and 2. All revisions will be tracked to allow for ease of review by SGA, the other GSAs, and stakeholders.

# 4.2 Technical Analyses

Based on SGA's intent to revise groundwater level sustainable management criteria and DWR's RCAs related to sustainable management criteria for water quality, land subsidence, and interconnected surface water, Woodard & Curran anticipates analyses be conducted to quantify and justify the revisions to these criteria. These analyses are a well impact analysis based on revisions to groundwater level sustainable management criteria; evaluating water quality contaminants of concern and the potential impacts of the current undesirable result definition; and evaluating potential sustainable management criteria for land subsidence outside of using groundwater levels as a proxy.

Revisions to the groundwater level SMC will be explored in coordination with SGA. Analyses will include comparison to SMCs in neighboring subbasins, the ability of current or potential SMCs to allow for anticipated future conjunctive water management in the subbasin, and the ability of current or potential SMC to avoid significant and unreasonable effects to beneficial users or uses.

Revisions to water quality will revisit assumptions associated with the definition of significant and unreasonable effects related to public water systems. Other SMC will also be reconsidered based on modifications to this definition.

Revisions to the SMC for land subsidence will consider potential modifications to incorporate InSAR data or other physical measures of land subsidence. Continued use of groundwater levels as a proxy will also be considered.

It is anticipated analyses related to interconnected surface water will be conducted under Task 7: Modeling Support.

# 4.3 Draft Amended GSP Compilation & Preparation

Woodard & Curran will prepare a Draft Amended GSP following revisions to the original NASb GSP. Text, figure, table revisions, latest modeling results, and technical analyses conducted will be incorporated into this draft for NASb GSAs' review. All GSP chapter and appendices revisions will be completed in redline strikeout versions and submitted to all Subbasin GSAs.

# **Deliverables:**

Administrative Draft NASb Amended GSP

# **Assumptions:**

- Native files used in preparation of the previous GSP will be provided by SGA
- One set of comments will be provided from the GSAs on the Administrative Draft to avoid conflicting comments.
- All deliverables are provided electronically

# 4.4 Respond to GSA Comments on Amended GSP

Once reviewed by the GSAs, comments will be incorporated as appropriate, again in a redline strikeout version. Coordination will occur with GSA as needed to address the comments.

#### **Deliverables:**

Draft NASb Amended GSP

# **Assumptions:**

All deliverables are provided electronically

# 4.5 Public Comment & Final GSP Preparation

Woodard & Curran will prepare and post the public notice of intent to adopt the GSP. It is anticipated that this notice will be sent in early 2026. Once the clean public draft version of the Amended NASb GSP has been completed in Task 4.1, the document will be released for a public review period. Following the public review period, all comments received will be tabulated, reviewed, and incorporated as appropriate into the Amended NASb GSP. The amended GSP will then be finalized for adoption.

PowerPoint slides summarizing the Amended GSP process and major modifications to the plan will be developed and shared with the GSAs for their use in adoption hearing. Attendance at adoption hearings is not included in this scope of work. Once adopted, Woodard & Curran will support SGA on submitting the GSP to DWR. In parallel with preparation of the final amended GSP, an updated Elements Guide will be prepared and submitted to DWR along with updates to any modified representative monitoring network and sustainable management criteria.

# **Deliverables:**

- Final adopted Amended NASb GSP
- Public Notice of Intent to Adopt
- Compilation of and response to comments

# **Assumptions:**

• GSAs are responsible for their own individual noticing and conduct of a public hearing prior to adoption.

# **TASK 5: ANNUAL REPORT**

The Water Year (WY) 2024 Annual Report for the North American Subbasin is due to DWR on April 1, 2025. It must include three main sections: General Information, Basin Conditions, and Plan Implementation Progress, as per California regulations. The general approach to the Annual Report will be to retain the structure and materials of previous Annual Reports, updating when necessary to incorporate new information or different approaches for reporting. The following key activities will be completed for the annual report:

**1. Project Management and Coordination**: Oversight of the report's development, including quality assurance, progress reporting, and coordination among applicable parties (i.e., SGA, GSAs, GEI).

# 2. Data Collection and Analysis:

a. *Groundwater Elevation*: Compile recent and update existing data, create contour maps for seasonal highs and lows, and generate hydrographs for monitoring wells.

- b. *Groundwater Extraction*: Present estimates by sector and methods, along with a map of extraction locations.
- c. Surface Water Supply: Summarize annual surface water use data, including sources and calculation methods.
- d. Total Water Use: Calculate total water use based on groundwater and surface water data.
- e. *Land Subsidence*: Compile InSAR and local GPS station data and prepare maps showing land surface elevation changes over various periods.
- f. *Groundwater Quality*: Summarize current water quality conditions, specifically related to constituents of concern defined in the GSP.
- g. *Change in Groundwater Storage*: Use CoSANA model outputs to estimate storage changes, accompanied by relevant maps and figures.
- **3. CoSANA Model Hydrology Extension**: CoSANA model hydrology will be extended through the end of WY 2024 to support the water budget and storage change visualizations.
- **4. GSP Implementation Progress:** Report on the advancement towards interim milestones and management actions, including any new projects.

Overall, Woodard & Curran will lead the report development and coordinating with the Subbasin GSAs to ensure comprehensive data collection and analysis.

The results of the previous activities will be used to develop the WY 2024 Annual Report, including an executive summary that highlights the key contents of the annual report. The following sections will be included, with the outline subject to change:

- 1. Executive Summary
- 2. Introduction
- 3. Hydrologic Conditions
- 4. Water Supply
- 5. Groundwater Levels
- 6. Change in Groundwater Storage
- 7. GSP Implementation Progress
- 8. Sustainability Indicators
- 9. References

A Draft Annual Report will be prepared by February 28, 2025, for SGA and GSA review and comment. Comments will be incorporated into a Final Annual Report which will be distributed electronically (PDF). If directed by SGA, Woodard & Curran will also upload the Final Annual Report and supporting documentation to the SGMA Portal.

# **Deliverables:**

- Draft WY 2024 Annual Report
- Final WY 2024 Annual Report

# **Assumptions:**

- One set of comments will be provided from the GSAs on the Draft Report
- All deliverables are provided electronically
- Native files used in preparation of previous Annual Reports will be provided by SGA

# TASK 6: GROUNDWATER MONITORING

### 6.1 Water Level Data Collection

Groundwater elevation measurements have been collected by Subbasin GSAs prior to and during the implementation of SGMA-related activities. The GSP states groundwater elevations are measured biannually, during the spring and fall of each calendar year. Woodard & Curran would oversee the collection of groundwater elevation data, which would be performed by Blaine Tech. A Woodard & Curran staff geologist will be present with Blaine Tech during the spring 2025 sampling event, with assistance from GEI, to determine well locations, discuss well access, and collect other information needed for performing future sampling events. The task lead for the Sampling & Other Data Collection task will coordinate with Blaine Tech on sampling activities with as-needed support from the Deputy Project Manager and GSP/Annual Report task lead. Following each sampling event, Blaine Tech will provide Woodard & Curran with water elevation data for all monitoring wells, which will be tabulated and provided to SGA.

# **Assumptions:**

- Data collection activities would take place during the spring and fall of the 2025 calendar year.
- Up to 70 wells would be measured during each event.
- It is assumed each event would occur over two days.

## **Deliverables:**

Groundwater elevation data for spring 2025 and fall 2025

## TASK 7: MODELING SUPPORT

Task 7 includes all work efforts required to update and calibrate the CoSANA model, address DWR's Recommended Corrective Actions, and inform the Subbasin GSAs with additional analyses related to revised sustainable management criteria.

# 7.1 Interconnected Surface Water and GDE Analyses

In the July 2023 Determination Letter, DWR staff recommended that the GSAs "Consider utilizing the interconnected surface water guidance, as appropriate, when issued by the Department to establish quantifiable minimum thresholds, measurable objectives, and management actions." On September 24, 2024, DWR released *Techniques for Estimating Interconnected Surface Water Depletion Caused by Groundwater Use*, the Department's guidance document for establishing sustainable management criteria for the depletions of interconnected surface water sustainability indicator. The guidance presents numerical,

analytical, and statistical methods to estimate interconnected surface water depletions and how to apply these methods to estimate the location, quantity, and timing of those depletions. Woodard & Curran will prepare assumptions related to this analysis, perform modeling scenarios, evaluate the estimated depletions, and incorporate the results of the modeling scenarios into the sustainable management criteria for interconnected surface waters.

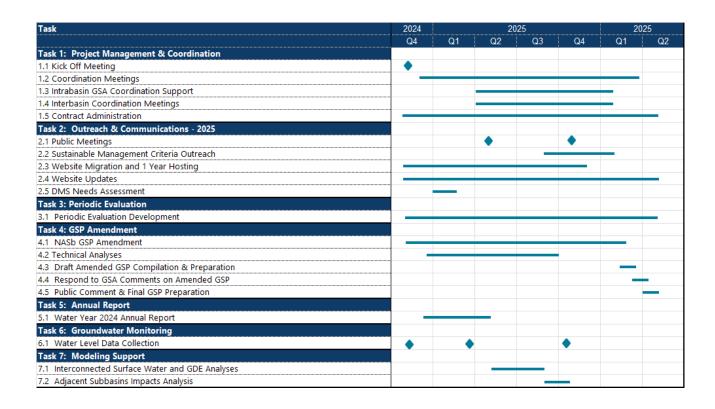
Additionally, modeling support will be used to further evaluate the presence and conditions of groundwater dependent ecosystems (GDEs) present within the Subbasin. GDEs will be identified and evaluated using the Normalized Difference Vegetation Index (NDVI) to track vegetation health and confirm the likelihood that the vegetation is groundwater-supported to reflect current conditions. This will be completed based on a desktop review of the potential GDEs identified in the GSP and updated to reflect a combination of observed and simulated aquifer conditions. The resulting work under this subtask will then be presented in the Periodic Evaluation and in the Amended NASb GSP's Groundwater Conditions and sustainable management criteria sections.

# 7.2 Adjacent Subbasins Impacts Analysis

This subtask involves additional analysis to evaluate potential impacts of new and existing sustainable management criteria on current and projected groundwater conditions in adjacent basins. Interbasin conditions will be evaluated in the CoSANA model under up to three scenarios. These scenarios may include updated aquifer boundary conditions based on current groundwater levels, proposed SGMA-related conditions from neighboring basin GSPs, impacts of the estimated interconnected surface water depletions, potential impacts as a result of lower groundwater level sustainable management criteria, and future PMA implementation benefits.

### **SCHEDULE**

Project start date: October 21, 2024 Project completion date: April 30, 2026



# **BUDGET**

The work contained in this scope of services will be completed for \$806,395 on a time and materials basis based on the attached rate table.

\$11,700 \$300 \$300 \$19,604 \$11,700 \$300 \$300 \$19,604

\$30,141

30 \$7,604 \$11,700 \$11,700 30 \$7,604 \$11,700 \$11,700 October 1, 2024



6.1 Water Level Data Collection

Task 7: Modeling Support
7.1 Interconnected Surface Water and GDE Analyse
7.2 Adjacent Subbasins Impacts Analysis

**Client: Sacramento Groundwater Authority** 

**Project: Support Services for SGMA Implementation and Other Groundwater Management Activities** 

Phases								Labor									Outside Servi	ices	OD	Cs	Total
	Ali Taghavi	Jim Blanke	Katie Cole		Nicole Koerth	Max McNally	Jingnan Zhou Modeling	Jeanna Long	Javier Li Guan	Jim Strandberg WQ, GWL	Anisa Krieg	Katie Evans Engagement	Project Assistant Project	Total Hours	Total Labor Costs (1)	Blaine Tech	Subtotal	Sub Consultant Total Cost (2)	ODCs Travel	Total ODCs (3)	Total Fee
	PIC	PM	DPM	PG	Engineer	Planner	Support	DMS	DMS	Wells	Geologist	& Outreach	Coord.			& Sampling			Mileage		
Task 1: Project Management & Coordination																					
1.1 Kick Off Meeting	2	4	4	6						1		1		18	\$6,086		\$0	\$0		\$0	\$6,086
1.2 Coordination Meetings	16	32	60	60						4		4		176	\$58,568		\$0	\$0		\$0	\$58,568
1.3 Intrabasin GSA Coordination Support	4	18	24	20								_		66	\$22,128		\$0	\$0		\$0	\$22,128
1.4 Interbasin Coordination Meetings	4	8	16	12								8		48	\$16,184	1	\$0	\$0		\$0	\$16,184
1.5 Contract Administration Subtotal Task 1:	26	8	54	00		0		0	0	-		12	36	98	\$25,851	60	\$0	\$0	¢0	\$0	\$25,851
Task 2: Outreach & Communications - 2025	26	70	158	98	0	0	0	0	0	5	0	13	36	406	\$128,817	\$0	\$0	\$0	\$0	\$0	\$128,817
2.1 Public Meetings	3	8	20	16	1		1		1	1	1	10		57	\$19,030		\$0	\$0	\$500	\$500	\$19,530
2.1 Public Meetings 2.2 Sustainable Management Criteria Outreach	8	8	24	12			4					10		56	\$19,030		\$0	\$0	\$500	\$500 \$500	\$19,530
2.3 Website Migration and 1 Year Hosting	0	0	1	12			*	6	36					43	\$11,710		\$0	\$0	\$1,000	\$1.000	\$12,710
2.4 Website Updates				12				2	16	+		8		38	\$11,710	+	\$0	\$0	\$1,000	\$1,000	\$11,302
2.5 DMS Needs Assessment			1	12				8	8					17	\$5,321		\$0	\$0		\$0	\$5.321
Subtotal Task 2:	11	16	46	40	0	0	4	16	60	0	0	18	0	211	\$66,055	\$0	\$0	\$0	\$2.000	\$2,000	\$68,055
Task 3: Periodic Evaluation							-			, , , , , , , , , , , , , , , , , , ,		.0			400,033	70	40	70	JL,000	\$2,000	200,033
Periodic Evaluation Development (Proposed Outline)														0	\$0		\$0	\$0		\$0	\$0
Introduction			1			2								3	\$756		\$0	\$0		\$0	\$756
Significant New Information (Basin Setting, HCM, Water Use, Model, Monitoring																					
Network)	4	8	8	16	36				l					72	\$20,867		\$0	\$0		\$0	\$20,867
Progress Towards Sustainability		8	12	24	20	30								94	\$25,616		\$0	\$0		\$0	\$25,616
Projects and Management Actions		2	6	10		20								38	\$10,056		\$0	\$0		\$0	\$10,056
GSA Activities			10	4		16								30	\$7,912		\$0	\$0		\$0	\$7,912
Summary of Proposed or Completed Revisions to Plan Elements			4	8		12								24	\$6,320		\$0	\$0		\$0	\$6,320
Internal Review of Periodic Evaluation	4	16												20	\$7,520		\$0	\$0		\$0	\$7,520
Finalize Periodic Evaluation		2	2	8									12	24	\$5,614		\$0	\$0		\$0	\$5,614
Subtotal Task 3:	8	36	43	70	56	80	0	0	0	0	0	0	12	305	\$84,662	\$0	\$0	\$0	\$0	\$0	\$84,662
Task 4: GSP Amendment																					
4.1 NASb GSP Amendment														0	\$0		\$0	\$0		\$0	\$0
GSP Evaluation and Update			32	50	50	30								162	\$44,408		\$0	\$0		\$0	\$44,408
Update Executive Summary	2	2	4	6	2	6								22	\$6,414		\$0	\$0		\$0	\$6,414
Update General Information/Introduction			2	1		2								5	\$1,384		\$0	\$0		\$0	\$1,384
Update Agency Information			2			4								6	\$1,512		\$0	\$0		\$0	\$1,512
Update Description of Plan Area			4	<u> </u>		6								10	\$2,592		\$0	\$0		\$0	\$2,592
Update Notice and Communications		_	6	2	40	8								16	\$4,280	<b></b>	\$0	\$0		\$0	\$4,280
Update Hydrogeologic Conceptual Model	8	6	4	6	10 24	2								36 58	\$11,288 \$15,973	<b></b>	\$0 \$0	\$0 \$0		\$0 \$0	\$11,288 \$15.973
Update Groundwater Conditions	4	4	2	16	10	8 2	4.5										\$0				
Update Water Budget Update Sustainable Goals, Minimum Thresholds, & Measurable Objectives	4	4	6	12	16	16	16							44 54	\$13,391 \$14.507		\$0	\$0 \$0		\$0 \$0	\$13,391 \$14.507
Update Sustainable Goals, Minimum Thresholas, & Measurable Objectives  Update Monitoring Network	6	18	24	40	40	30			l	+		<del>                                     </del>		158	\$45,328	1	\$0	\$0		\$0	\$45,328
Update Projects & Management Actions	2	1	1	40	40	12								20	\$5,260		\$0	\$0		\$0	\$5,260
Update Plan Implementation		-	12	-		16				1				28	\$7,344		\$0	\$0		\$0	\$7,344
Update Interbasin & Intrabasin Coordination	1	1	2	2		4			l	1				9	\$2,496		\$0	\$0		\$0	\$2,496
Update References, Technical Reports, Appendices		2	4	4	4	8								22	\$5,981		\$0	\$0		\$0	\$5,981
4.2 Technical Analyses		_	·			-								0	\$0		\$0	\$0		\$0	\$0
Groundwater Level SMC Revisions	4	24	24	60	120									232	\$66,208		\$0	\$0		\$0	\$66,208
Water Quality SMC Impacts		16	8	40	60									124	\$35,600		\$0	\$0		\$0	\$35,600
Land Subsidence SMC	2	12	6	16	30									66	\$19,488		\$0	\$0		\$0	\$19,488
4.3 Draft Amended GSP Compilation & Preparation	8	8	4	8	4	12								44	\$13,325		\$0	\$0		\$0	\$13,325
4.4 Respond to GSA Comments on Amended GSP	2	8	12	16	8	20						1		66	\$18,810		\$0	\$0		\$0	\$18,810
4.5 Public Comment & Final GSP Preparation	2	4	8	12	4	20						1	12	62	\$15,587		\$0	\$0		\$0	\$15,587
Subtotal Task 4:	40	114	173	301	382	206	16	0	0	0		0	12	1244	\$351,176	\$0	\$0	\$0	\$0	\$0	\$351,176
Task 5: Annual Report																					
5.1 Water Year 2024 Annual Report	18	18	24	32	30	40	12						6	180	\$51,743		\$0	\$0		\$0	\$51,743
Subtotal Task 5:	18	18	24	32	30	40	12	0	0	0		0	6	180	\$51,743	\$0	\$0	\$0	\$0	\$0	\$51,743
Task 6: Groundwater Monitoring																					

80 260



Topic: Fall Water Level Data Collection and Support 2026/2027

Groundwater Sustainability Plan 5-Year Update

Type: New Business

Item For: Action; Approve Task Orders

Trevor Joseph, Trevor Joseph,

SUBMITTED BY: Manager of Technical PRESENTER: Manager of Technical

Services Services

#### **EXECUTIVE SUMMARY**

This is an action item for the Board of Directors to review and approve Task Orders 24-03 and 24-04 with GEI Consulting, Inc. for professional services supporting implementation of the Sustainable Groundwater Management Act (SGMA) and supporting regulatory activities.

#### STAFF RECOMMENDED ACTION

Approve Task Orders with GEI Consulting, Inc. for the following:

1) Task Order 24-03 in the amount of \$14,300 implementation of the SGMA; and 2) Task Order 24-04 in the amount of \$17,100 for supporting regulatory activities.

#### BACKGROUND

This additional work will support ongoing efforts on the Groundwater Sustainability Plan (GSP) implementation (Attachment 1- TO 24-03) and aid Woodard & Curran and SGA staff with the preparation of GSP 5-year assessment and GSP update (Attachment 2- 24-04).

# GEI Consulting, Inc. will provide the following services under Task Order 24-03:

- 1) Measure and download transducer data from monitoring wells during the fall 2024 monitoring event, install new transducers, and train Woodard & Curran personnel during the work.
- 2) Host and maintain the NASb website and or migration of the website to SGA servers
- 3) Provide GSP implementation on-call support.

# GEI Consulting, Inc. will provide the following services under Task Order 24-04:

- 1) Respond to Requests for Information to SGA and provide requested information during the update of the GSP.
- 2) Provide general GSP update assistance.

The SGA Board could choose not to approve the Task Orders, doing so would result in delaying the implementation of the GSP, the assessment of the GSP and the GSP update.

### FISCAL IMPACT

The FY 2024/2025 budget has sufficient funding to support the task orders.



# FINDING/CONCLUSION

Staff believes the Task Orders are necessary in order to have GEI continue to support Woodard & Curran and staff in the implementation of the SGMA and supporting regulatory activities.

# **ATTACHMENTS**

Attachment 1 - Task Order 24-03 Attachment 2 - Task Order 24-04

#### TASK ORDER SGA GEI 24-03

Task Order SGA 24-03 will be completed according to the Consulting Agreement ("Agreement") made between the **SACRAMENTO GROUNDWATER AUTHORITY** (hereinafter called **"SGA"**) and **GEI Consultants, Inc.**, (hereinafter called **"GEI"** or **"CONSULTANT"**), dated August 28, 2013. All terms and conditions of the Agreement will apply to the completion of this Task Order SGA GEI 24-03.

## A. SCOPE OF WORK

SGA requires technical services from CONSULTANT to:

- Measure and download transducer data from RDMW-101, RDMW-102, SREL monitoring wells the week of October 14, 2024 including download barometric transducer data, purchase and install a new transducer into RDMW-102 and training of Woodard and Curran personnel during the work
- 2) Host and maintain the NASb website and or migration of the website to SGA servers
- 3) GSP Implementation on-call support

# **Assumptions:**

- SGA to make introductions to Woodard and Curran personnel
- Woodard and Curran personnel shall obtain transducer download program from In-Situ, correct the downloaded transducer data with barometric data and shall upload the data to the State's MNM database

**Deliverables:** Spreadsheet files containing downloaded data and hand measurements of the depth to groundwater via an email transmittal.

# B. FEES AND PROGRESS PAYMENTS

CONSULTANT will perform this work for a not-to-exceed amount of \$14,300 dollars (\$14,300). Progress payments shall be made monthly in response to invoices received by SGA from CONSULTANT. In no event shall payment exceed \$14,300 without the written prior approval of the SGA.

Description	Direct Labor Cost	Expenses	Vendor Costs	SUBTOTAL
Task 1. Fall 2024 Groundwater Levels	\$4,400	\$0	\$700	\$5,100
Task 2. Website Hosting and Maintenance	\$1,000	\$3,000	\$0	\$4,000
Task 3. GSP Implementation On Call Support	\$5,200	\$0	\$0	\$5,200

TOTAL: \$14,300

# C. SCHEDULE

This Task Order SGA GEI 24-03 is for services performed between October 1, 2024 and June 30, 2025. This Task Order SGA GEI 24-03 expires on June 30, 2025. The schedule may be modified as mutually agreed upon by the SGA and CONSULTANT as required to facilitate efficient completion of the work.

Executed this October 10, 2024, at Sacramento, CA

Sacramento Groundwater Authority	GEI Consultants, Inc.
By	Ву
Jim Peifer	Richard Shatz
Date	Date

#### TASK ORDER SGA GEI 24-04

Task Order SGA 24-04 will be completed according to the Consulting Agreement ("Agreement") made between the **SACRAMENTO GROUNDWATER AUTHORITY** (hereinafter called "SGA") and GEI Consultants, Inc., (hereinafter called "GEI" or "CONSULTANT"), dated August 28, 2013. All terms and conditions of the Agreement will apply to the completion of this Task Order SGA GEI 24-04.

## A. SCOPE OF WORK

SGA requires services from CONSULTANT to provide SGMA implementation support related activities, including but not limited to:

- 1) Respond to Requests for Information to and provide requested information from our files
- 2) Provide GSP Update Assistance

# **Assumptions:**

• SGA will specify the work GEI needs to provide via email transmittals

**Deliverables:** As specified by SGA.

# B. FEES AND PROGRESS PAYMENTS

CONSULTANT will perform this work for a not-to-exceed amount of \$17,100 dollars (\$17,100). Progress payments shall be made monthly in response to invoices received by SGA from CONSULTANT. In no event shall payment exceed \$17,100 without the written prior approval of the SGA.

Description	Direct Labor Cost	Expenses	Subcontractors	SUBTOTAL
Task 1. Respond to RFIs	\$5,700	\$0	\$0	\$5,700
Task 2. GSP Update Assistance	\$11,400	\$0	\$0	\$11,400

TOTAL: \$17,100

# C. SCHEDULE

This Task Order SGA GEI 24-04 is for services performed between October 1, 2024 and September 30, 2025. This Task Order SGA GEI 24-04 expires on September 30, 2025. The schedule may be modified as mutually agreed upon by the SGA and CONSULTANT as required to facilitate efficient completion of the work.

Executed this October 10, 2024, at Sacramento, CA.

Sacramento Groundwater Authority	GEI Consultants, Inc.
Ву	By
Jim Piefer	Richard Shatz
Date	Date



Topic: Sacramento Groundwater Authority Engagement with Sacramento Regional

Water Bank

Type: Information / Discussion

Item For: Information

Trevor Joseph, Trevor Joseph,

SUBMITTED BY: Manager of Technical PRESENTER: Manager of Technical

Services Services

#### **EXECUTIVE SUMMARY**

This is an information/discussion item for the Board of Directors to receive an update by Trevor Joseph, Manager of Technical Services on Sacramento Groundwater Authority Engagement with Sacramento Regional Water Bank. An ad hoc committee, assembled by Chair Selsky has formed to engage with Regional Water Authority staff on the topic of previously banked water for potential recognition as a starting water balance under the Sacramento Regional Water Bank development project.

### STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

#### **BACKGROUND**

The topic of potential recognition of previously banked water documented as part of SGA's Water Accounting Framework and potentially other conjunctive use banking activities in the North and South America Subbasins. A potential previously banked water could be transferred to the Water Bank Water Accounting System as a Sacramento Regional Water Bank starting balance prior to implementation. RWA staff working on behalf of Water Bank participating agencies is seeking support on criteria and a potential volume of water that would be transferred from the SGA's Water Accounting Framework to the Water Bank Water Accounting System. The SGA ad hoc committee met on September 13, 2024, to begin the process of defining acceptable criteria and a possible volume of water for the SGA Board of Directors to consider at a future meeting.



Topic: Department of Water Resources Interconnected Surface Water Guidance

**Document Briefing** 

Type: Information / Discussion

Item For: Information Only

Trevor Joseph, Trevor Joseph,

SUBMITTED BY: Manager of Technical PRESENTER: Manager of Technical

Services Services

#### **EXECUTIVE SUMMARY**

This is an information/discussion item for the Board of Directors to receive a presentation by Trevor Joseph, Manager of Technical Services on the recently released Department of Water Resources Interconnected Surface Water Guidance Document.

### STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

### **BACKGROUND**

On September 20, 2024, the Department of Water Resources released two guidance documents on the subject of interconnected surface water. These guidance documents are specifically defined to Groundwater Sustainability Agencies, stakeholders, and other interested parties address challenging Sustainable Groundwater Management Act requirements related to this topic. Department of Water Resources released its long-awaited draft papers on interconnected surface water depletion, opening a 45-day comment period. The papers are linked below for reference and an informational sheet describing the intent of an ultimately 4 documents set of guidance papers on interconnected surface water depletion is attached.

Techniques for Estimating Interconnected Surface Water Depletion Caused by Groundwater Use

Examples for Estimating Interconnected Surface Water Depletion Caused by Groundwater Use

ACWA has conducted a working group meeting to review and develop comments on the draft papers which will have implication on how SGA and other Groundwater Sustainability Agencies in the North American Groundwater Subbasin and statewide address these challenging requirements. Trevor Joseph, who chairs ACWA's Sustainable Groundwater Management Act Implementation Subcommittee led this ACWA meeting on October 4, 2024.

#### **ATTACHMENTS**

Attachment 1- Department of Water Resources - Information Sheet



# INFORMATION SHEET | Development of SGMA guidance for depletions of interconnected surface water

FEBRUARY 2024\*

**Introduction** This information sheet provides an overview of the Department of Water Resources' plans to release a set of the papers discussing the technical aspects of interconnected surface water (ISW) and guidance for complying with Groundwater Sustainability Plan (GSP) Regulations for the depletions of ISW as part of the implementation of the Sustainable Groundwater Management Act (SGMA). The documents will be rolled out in two phases to support Groundwater Sustainability Agencies (GSAs) during upcoming periodic evaluations and updates to GSPs. The first phase includes three Papers discussing the technical aspects of ISW and quantification of depletions of ISW due to pumping. The second phase will include Guidance on the considerations and approaches for managing depletions of interconnected surface water through sustainable management criteria.

# Paper 1 | Depletions of ISW: An introduction

This paper will define what ISW is and how ISW is identified. It will also define what depletions of ISW are, discuss some of the basic concepts of depletions, and discuss considerations important when thinking about the management of depletions.

# Paper 2 | Approaches for estimating depletions of ISW

This paper will present a general process for estimating the location, timing, and quantity of depletions of ISW. While the process described may be presented using numerical models as the implied tool, details will be provided for analytical models that may be used. There will also be a discussion on the types of data that may be needed to support the models and assessments.

# Paper 3 | Examples for estimating depletions of ISW

This paper will provide examples for a variety of hypothetical situations with a range of realistic complexities that can be used to estimate flow between stream and aquifer systems within the basin, including the location, quantity, and timing of the depletion of ISW due to groundwater pumping. Numerical models will be used in the examples.

# **Guidance | Managing for depletions of ISW**

The GSP Regulations require GSAs to quantify and manage depletions of ISW. This document will provide guidance for GSAs to consider when establishing ISW sustainable management criteria for their groundwater basin.

<sup>\*</sup>To download documents that have been released and to see the most current information about project status, visit DWR's SGMA BMPs and Guidance Documents website **HERE**.



Topic: Appointment of Nominations Committee for 2025 SGA Officers

Type: New Business

Item For: Chair Appointment

Purpose: <u>SGA policy 200.1 Section 3.06</u>

Jim Peifer, Paul Selsky,

SUBMITTED BY: Executive Director PRESENTER: Chair

#### **EXECUTIVE SUMMARY**

This item is for Chair Selsky to recruit and appoint a committee of Board Members that will serve on the 2025 SGA Officer Nomination Committee.

# STAFF RECOMMENDED ACTION

Chair Selsky to appoint the Nominations Committee for 2025 SGA Officers

### **BACKGROUND**

The SGA Board elects a chair and vice chair annually at its December Board meeting. Chair Selsky will appoint a Nominating Committee for 2025 SGA Officers.

# FINDING/CONCLUSION

SGA policy 200.1 (SGA Rules) Section 3.06 requires the Board of Directors to elect a chair to preside over meetings and a vice chair to preside in the chair's absence. The nominating committee allows for the efficient selection and consideration of SGA officers to be proposed for the Board's consideration at the December board meeting.



Topic: Executive Directors' Report

Type: New Business Item For: Information

Purpose: General

Jim Peifer Jim Peifer

SUBMITTED BY: Executive Director PRESENTER: Executive Director

#### **EXECUTIVE SUMMARY**

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

#### STAFF RECOMMENDED ACTION

None. This item is for information/discussion only.

#### BACKGROUND

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

### **Water Bank**

The next meeting of the Water Bank Program Committee meeting is scheduled for Wednesday, October 16, 2024 from 11 a.m. to 1 p.m.

**RWA Award Nominations are due October 4.** RWA presents three awards at its December Holiday Social event, including Water Statesperson of the Year, Distinguished Service, and Regional Water Management awards. Please submit your nomination to Kerry Schmitz at <a href="mailto:schmitzk@saccounty.gov">schmitzk@saccounty.gov</a>.

#### Save the Date

Coffee and Conversation with Pablo Garza, Chief Consultant for the Assembly Committee on Water Parks and Wildlife, on Thursday, November 7 at 10 a.m. Join us for post-election insights and valuable information on how water providers can effectively advance their interests in the California legislature. Registration details will be emailed to members.

**RWA Member Reception** - Join us at the ACWA Fall Conference in Palm Desert, December 3-5. Stay tuned for more details.

Annual Holiday Social and Award Ceremony on Thursday, December 12 at the Delta King in



Sacramento, more details to come.

# ATTACHMENTS

Attachment 1- Financial Reports through June 30, 2024

# Attachment 1 Financial Reports through June 30, 2024

# SACRAMENTO GROUNDWATER AUTH.

# Income Statement

Year-to-Date Performance, June 2024

12 Months	Ended
June 30,	2024

Annual

	June 30, 2024	Annual		
		Budget	Unused	% Used
REVENUES				
Groundwater Fees Revenue	528,075	528,075	0	100.0 %
Base Administrative Fee	379,004	379,004	0	100.0 %
20th anniversary	6,430	0	(6,430)	
NASB SGMA Grant Revenue	376,847	0	(376,847)	
Program Revenues	9,923	0	(9,923)	
Holiday Social Revenue	2,700	0	(2,700)	
Miscellaneous Revenues	285	0	(285)	
Cash Discount	698	0	(698)	
Interest Income	59,690	22,000	(37,690)	271.3 %
TOTAL REVENUES	1,363,651	929,079	(434,572)	146.8 %
Total REVENUE	1,363,651	929,079	(434,572)	146.8 %
GROSS PROFIT	1,363,651	929,079	(434,572)	146.8 %
OPERATING EXPENDITURES				
Staff Expenses				
General Salaries	514,840	541,489	26,649	95.1 %
Benefits/Taxes	279,019	201,257	(77,762)	138.6 %
Travel / Meals	14,878	13,000	(1,878)	114.4 %
Professional Development	247	6,500	6,253	3.8 %
TOTAL Staff Expenses	808,984	762,246	(46,738)	106.1 %
Office Expenses Rent & Utilities	17.044	15,000	(2.044)	119.6 %
	17,944	15,000	(2,944)	
Insurance	23,944	24,000	56	99.8 %
Insurance - Bonding Office Maintenance	830 1,163	0 700	(830)	166.1 %
	2,347	5,000	(463) 2,653	46.9 %
Telephone		the state of the s	· · · · · · · · · · · · · · · · · · ·	46.9 % 65.5 %
Dues and Subscription	4,451	6,800	2,349	
Printing & Supplies	4,061 516	12,000	7,939	33.8 % 28.7 %
Postage	25,493	1,800 3,000	1,284 (22,493)	28.7 % 849.8 %
Meetings	4,966	*	* * * /	047.8 %
Events  Computer Equipment/Support	4,966 18,438	0 18,500	(4,966) 62	99.7 %
Computer Equipment/Support		<u> </u>		
TOTAL Office Expenses	104,151	86,800	(17,351)	120.0 %

12 Mon	ths	Ended	
Iuno	30	2024	

0 9,323 9,323	Annual Budget 10,000 10,000 20,000	10,000 677 10,677	% Used
9,323 9,323	10,000 10,000	10,000 677	
9,323 9,323	10,000	677	93 2 0
9,323 9,323	10,000	677	93.29
9,323			93 2 9
	20,000	10 677	75.2 /
1,601		10,077	46.6 %
1,601			
· · · · · · · · · · · · · · · · · · ·	2,000	399	80.1 %
14,450	17,500	3,050	82.6 %
29,784	50,000	20,216	59.6 %
700	0	(700)	
9,052	53,400	44,348	17.0 %
32,435	39,250	6,815	82.6 %
0	6,250	6,250	
88,022	168,400	80,378	52.3 %
0	25,000	25,000	
225,978	0	(225,978)	
225,978	25,000	(200,978)	903.9 %
28,637	83,171	54,534	34.4 %
28,637	83,171	54,534	34.4 %
1,265,095	1,145,617	(119,478)	110.4 %
98,556	(216,538)	(315,094)	-45.5 %
(4,617)	0	4,617	
* ' '	0	· · · · · · · · · · · · · · · · · · ·	
	0	227	
, ,	0	2,043	
(6,886)	0	6,886	
91,670	(216,538)	(308,208)	-42.3 %
01.470	(216 520)	(200 200)	-42.3 %
	14,450 29,784 700 9,052 32,435 0 88,022 0 225,978 225,978 28,637 28,637 1,265,095 98,556 (4,617) 0 (227) (2,043) (6,886)	14,450       17,500         29,784       50,000         700       0         9,052       53,400         32,435       39,250         0       6,250         88,022       168,400         0       25,000         225,978       0         225,978       25,000         28,637       83,171         28,637       83,171         1,265,095       1,145,617         98,556       (216,538)         (4,617)       0         0       0         (227)       0         (2,043)       0         (6,886)       0         91,670       (216,538)	14,450       17,500       3,050         29,784       50,000       20,216         700       0       (700)         9,052       53,400       44,348         32,435       39,250       6,815         0       6,250       6,250         88,022       168,400       80,378         0       25,000       25,000         225,978       0       (225,978)         225,978       25,000       (200,978)         28,637       83,171       54,534         28,637       83,171       54,534         1,265,095       1,145,617       (119,478)         98,556       (216,538)       (315,094)         (4,617)       0       0         0       0       0         (227)       0       227         (2,043)       0       2,043         (6,886)       0       6,886         91,670       (216,538)       (308,208)



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

For the period ending June 30, 2024

Cash in checking account: \$ 50,866 LAIF Balance: \$ 1,253,281

For the period of April 1 to June 30, 2024

Total cash receipts for the period: \$ 154,686

Total cash disbursements for the period: \$ 403,297

# California State Treasurer Fiona Ma, CPA

6

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 July 03, 2024

LAIF Home PMIA Average Monthly Yields

# SACRAMENTO GROUNDWATER AUTHORITY

FINANCE MANAGER 2295 GATEWAY OAKS DRIVE SACRAMENTO, CA 95833

**Tran Type Definitions** 

Account Number: 90-34-020

June 2024 Statement

# **Account Summary**

Total Deposit: 0.00 Beginning Balance: 1,253,281.04

Total Withdrawal: 0.00 Ending Balance: 1,253,281.04



Topic: Board Directors' Comments

Type: New Business Item For: Information

Purpose: Routine

Jim Peifer Paul Selsky

SUBMITTED BY: Executive Director PRESENTER: Chair

#### **EXECUTIVE SUMMARY**

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

# STAFF RECOMMENDED ACTION

None. This item is for information only.

# **BACKGROUND**

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