



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.fssd.com

Board of Director Meeting Agenda

Meeting Date: Monday, November 27, 2023

Meeting Place: 1010 Chadbourne Road, Fairfield, CA

Meeting Time: 6:00 p.m.

Board of Directors

Rick Vaccaro, President

Alma Hernandez, Vice President

Doug Carr

Jenalee Dawson

Catherine Moy

Marlon Osum

Amit Pal

Doriss Panduro

Scott Tonnesen

Princess Washington

Pam Bertani, First Alternate

K. Patrice Williams, Second Alternate

1. Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Director Comments
5. General Manager Report

Director Amit Pal will be participating from a teleconference location at: 3705 Dunsmuir Way, Abbotsford, BC V2S6J2 Canada

6. Consent Calendar:

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- (a) Approve Resolution No. 2023-15 Board of Directors 2024 Meeting Schedule2
- (b) Approve Resolution No. 2023-16 Memorandum of Understanding for the 2023-2035 Household Hazardous Waste Collection Program for the City of Fairfield.....4
- (c) Award Consulting Services Agreement for Community Treatment Wetland and Climate Resiliency Project Community Co-Design and Environmental Studies13
- (d) Award Change Order for the Bioenergy Generation Project.....15
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7. Discussion Items:

- (a) Presentation of Suisun Force Main Reliability Project

8. Action Items:

- (a) Award Consulting Services Agreement for NPDES Renewal Technical Assistance 19

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- (a) Board Calendar33

-- End of Agenda --

The Fairfield-Suisun Sewer District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact the District at (707) 429-8930 at least 48 hours before the meeting if you require such modification or accommodation.

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative offices located at the above address.

Members of the public may speak on any matter within the jurisdiction of the Fairfield-Suisun Sewer District by identifying themselves at the beginning of the meeting. Comments not listed on the agenda will be taken under Public Comments. Comments on matters appearing on the agenda will be taken during consideration of the item.



FAIRFIELD-SUISUN SEWER DISTRICT

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November 22, 2023

AGENDA REPORT

TO: Board of Directors

FROM: James Russell-Field, Director of Administrative Services

SUBJECT: 2024 Board of Directors Meeting Schedule

Recommendation: Adopt Resolution No. 2023-15 establishing the 2024 Board of Directors Meeting schedule.

Background: Each year, the Board adopts a schedule for the regular meetings of the Executive Committee and the Board. The Board can schedule Special Meetings between Regular Meetings to conduct District business, if necessary.

Discussion: Regular Executive Committee meetings are scheduled for the 3rd Monday of each month and regular Board of Directors meetings are scheduled for the 4th Monday of each month. Based on past experiences, the Board of Directors has realized establishing a quorum may be difficult in August (Summer vacations), and December (Christmas Holiday). The Board has therefore not scheduled regular Board Meetings in these months.

The following alternative dates to the normal 3rd and 4th Mondays are proposed to avoid potential conflicts. In January, move the Executive Committee meeting to January 22nd and the Board meeting to January 29th to avoid conflicting with Martin Luther King, Jr. Day. In February, move the Executive Committee to February 12th to avoid conflicting with Presidents Day. In May, move the Executive Committee meeting to May 13th and Board meeting to May 20th to avoid conflicting with Memorial Day.

The attached draft of Resolution No. 2023-15 shows a proposed schedule that minimizes potential conflicts.

Attachment: Resolution No. 2023-15, Establishing the Regular Meeting Schedule for 2024

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2023-15

A RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE FOR 2024

WHEREAS, the Fairfield-Suisun Sewer District Act establishes a Board of Directors and the Board of Directors established an Executive Committee of the Board; and,

WHEREAS, the California State Legislature passed the Ralph M. Brown Act in 1953 guaranteeing the public's right to attend and participate in meetings of local legislative bodies; and,

WHEREAS, Board of Directors desires to provide advanced notice to the public of its regular meetings;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT THAT:

- 1) Table 1 is the adopted schedule for regular meetings of the Board of Directors and the Executive Committee for 2024.

Table 1

Month	Executive Committee	Board of Directors
January	4:30 pm, Monday, January 22	6:00 pm, Monday, January 29
February	4:30 pm, Monday, February 12	6:00 pm, Monday, February 26
March	4:30 pm, Monday, March 18	6:00 pm, Monday, March 25
April	4:30 pm, Monday, April 15	6:00 pm, Monday, April 22
May	4:30 pm, Monday, May 13	6:00 pm, Monday, May 20
June	4:30 pm, Monday, June 17	6:00 pm, Monday, June 24
July	4:30 pm, Monday, July 15	6:00 pm, Monday, July 22
August	No Meeting	No Meeting
September	4:30 pm, Monday, September 16	6:00 pm, Monday, September 23
October	4:30 pm, Monday, October 21	6:00 pm, Monday, October 28
November	4:30 pm, Monday, November 18	6:00 pm, Monday, November 25
December	No Meeting	No Meeting

- 2) All the above meetings shall be held at the District Administrative offices at 1010 Chadbourne Road, Fairfield, California.
- 3) The General Manager is hereby authorized and directed to take all steps necessary and proper to implement this resolution in accordance with District policies and procedures.

PASSED AND ADOPTED this 27th day of November 2023, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSENT: Directors _____

President

ATTEST: _____
District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

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November 22, 2023

AGENDA REPORT

TO: Board of Directors

FROM: Meg Herston, Director of Environmental Services

SUBJECT: 2023-2035 Household Hazardous Waste Collection Program
Memorandum of Understanding (MOU)

Recommendation: Staff recommends approval of the 2023-2035 Household Hazardous Waste Collection Program MOU with the City of Fairfield.

Background: The District has partnered with Fairfield, Suisun City, and Solano County (Participating Agencies) for the collection and management of Household Hazardous Waste (HHW) in the local community since 1999. The local solid waste franchisee (Operator) manages the HHW collection facility, and Participating Agencies share the costs of the program. The Operator collects and properly disposes of a variety of wastes that might otherwise end up in the sanitary sewer, storm drain, or solid waste stream.

Fairfield and Suisun City manage HHW through separate franchise agreements with a local Operator and MOUs with the District. In addition to effectively managing HHW, this program helps to fulfill pollution minimization requirements of the District's wastewater discharge permit.

Discussion: The City of Fairfield recently completed the negotiation of its solid waste franchise agreement which includes modified HHW provisions. Consequently, staff is recommending replacing the current MOU with the new MOU to coincide with the new franchise agreement.

The District's share is 50% of the program cost, up to an initial maximum amount of \$60,000. A 4.5% annual inflator has been incorporated into the MOU to accommodate projected increases in participation and program costs throughout the agreement term.

Fiscal Impact: The District's contribution to this program will not exceed \$60,000 for the first year, and the District's maximum contribution will escalate at a rate of 4.5%

2023-2035 Household Hazardous Waste Collection Program MOU

November 22, 2023

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annually. The District estimated a contribution of \$52,500 in the FY 2023-24 budget and is requesting a budget increase of \$7,500 to match the MOU total for FY 2023-24.

Attachment: 1 – Resolution No. 2023-16 Authorizing Memorandum of Understanding
2 – MOU with the City of Fairfield for the 2023-2035 Household
Hazardous Waste Collection Program

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2023-16

**A RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF FAIRFIELD AND THE FAIRFIELD-SUISUN SEWER DISTRICT FOR THE 2023-2035
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM FOR THE CITY OF FAIRFIELD**

WHEREAS, in 2011, the Fairfield-Suisun Sewer District (District) and the City of Fairfield (City) entered into an MOU for the District to contribute annual funding to support costs related to City's household hazardous waste (HHW) program; and

WHEREAS, the City of Fairfield has recently entered into an updated Franchise Agreement with Republic Services requiring a new memorandum of understanding between the City of Fairfield and the Fairfield-Suisun Sewer District; and

WHEREAS, the District realizes benefits from waste minimization programs such as a household hazardous waste collection program; and

WHEREAS, the District agrees to contribute \$60,000 annually to the City starting in 2023 with a 4.5% annual inflator, and the City will pass through this contribution to Republic Services to offset the annual program costs related to the collection and disposal of HHW; and

WHEREAS, the District and the City now desire to enter into a new MOU with revised District contribution amounts and a term ending November 30, 2035; and

WHEREAS, the City of Fairfield and the District agree that it is mutually beneficial and cost effective to cooperate in sponsoring a household hazardous waste collection program to meet their respective obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT THAT:

1. The President is hereby authorized and directed to execute on behalf of the Fairfield-Suisun Sewer District the memorandum of understanding between the City of Fairfield and the Fairfield-Suisun Sewer District for the 2023-2035 City of Fairfield Household Hazardous Waste Collection Program.
2. The General Manager is hereby authorized and directed to do all things necessary and proper to implement said agreement.

PASSED AND ADOPTED THIS 27th day of November 2023, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST: _____
District Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRFIELD AND THE FAIRFIELD-SUISUN SEWER DISTRICT
FOR THE 2023-2035 HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM FOR CITY OF FAIRFIELD**

This Memorandum of Understanding is made and entered into _____, 2023, by and between the City of Fairfield (City), and the Fairfield-Suisun Sewer District (District), by and through their duly authorized representatives ("MOU").

- WHEREAS,** Public Resources Code Section 41500 mandates that each city and county adopt as part of its County Integrated Waste Management Plan, a Household Hazardous Waste Element (HHWE) that identifies a program for the safe collection, recycling, treatment, and disposal of household hazardous waste (HHW), as defined in Section 25117 of the Health and Safety Code, that includes, in addition to the HHW collection program, collection of batteries, used oil, latex paint, and antifreeze (BOPA) and curbside used oil that is generated by households in the jurisdiction and should be separated from the solid waste stream; and
- WHEREAS,** the City adopted an HHWE in February 1992 that outlines a HHW collection plan for the safe disposal of HHW that includes: 1) a HHW permanent facility collection program, 2) a BOPA permanent facility collection of batteries, used oil, latex paint, and antifreeze, and 3) a curbside used oil collection program; and
- WHEREAS,** the District receives benefits from waste minimization activities such as HHW collection programs; and
- WHEREAS,** the City and the District agree that it is mutually beneficial and cost-effective to cooperate in sponsoring an HHW collection program to meet their respective obligations; and
- WHEREAS,** the HHW collection program shall consist of HHW collection on a regularly scheduled basis; and,
- WHEREAS,** the City and District previously entered into a prior Memorandum of Understanding for the 2012-2022 HHW Collection Program with the passing of Fairfield City Council Resolution 2011-196 ("2011 MOU"); and,
- WHEREAS,** the City has entered into a solid waste collection agreement with Republic Services through their local subsidiary, Solano Garbage Company dated March 15, 2023, that, among other things, provides for the collection, packaging, transport, recycling and/or disposal of HHW.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY OF FAIRFIELD AND THE FAIRFIELD-SUISUN SEWER DISTRICT HEREBY AGREE AS FOLLOWS:

- Section 1. The City shall sponsor an HHW collection program consisting of the following:
- a. HHW collection will be held at Republic Services' permanent HHW/BOPA and Curbside Used Oil Recycling facility located at 2901 Industrial Court in Fairfield, California wherein HHW which complies with the rules set forth in **Exhibit A** hereto, will be accepted from any resident of Fairfield. The City and Republic Services agree not to accept waste from persons residing outside of the City of Fairfield unless on the day of the event the contractor is engaged, pursuant to paragraph 2, advises that it is necessary to accept the waste for safety reasons.
 - b. In addition, Fairfield and Republic Services agree to coordinate advertising of HHW events through a variety of public outreach efforts, including, but not limited to the production of brochures, utility bill inserts, school educational programs, multi-media advertising, radio, television, and informational booths at special events.
- Section 2. For the purpose of the HHW collections, the City and Republic Services shall:
- a. Acquire any necessary permits, manifest documentation, or regulatory agency approvals, and;
 - b. Republic Services shall enter into an agreement with a contractor to provide related professional services, including registration, collection, bulking, transportation, disposal, and reporting services.
- Section 3. Subject to the allocation of funding contained in the District's annual budget, the District shall contribute funding towards program costs not to exceed fifty percent (50%) of program costs as defined in **Exhibit B**. The maximum annual contribution is not to exceed \$60,000 (2023) with an annual 4.5% inflator for inflation, as set forth in **Exhibit C**. The District shall reimburse Fairfield within thirty (30) days of receipt of an accounting that includes itemized program costs, an itemized breakdown of materials collected, the number of participants, and an invoice.
- Section 4. The District shall have no responsibility for conducting the collection programs set forth in Section 1. or for any costs incurred therefore in excess of the contributions the District shall provide pursuant to Section 3.
- Section 5. The District may also choose to participate and contribute additional funding towards programs that support the District's efforts to educate and increase awareness of resource conservation. The District may collaborate with the City to present projects such as, but not limited to, pharmaceutical, e-waste, or other take-back events, increasing food and green waste composting, increasing collection sites

for batteries and Compact Fluorescent Lights (CFL) and other outreach programs to help reduce pollution and enhance the water quality.

- Section 6. The City Fairfield expressly agrees to indemnify, defend and hold harmless the District, its officers, directors, employees, and agents from and against any and all loss, liability, expense, claim, cost, suit, and damage, including reasonable attorneys' fees and contractor's costs, arising out of, or related to the conducting of the collection programs set forth in Section 1. and/or the storage, transportation and/or disposal of any hazardous or toxic waste or substances related thereto except for matters that arise from the sole negligence or willful misconduct of District.
- Section 7. Upon execution of this MOU, the prior 2011 MOU between the City of Fairfield and the Fairfield-Suisun Sewer District for the 2012-2022 City of Fairfield Household Hazardous Waste Collection Program is hereby terminated and superseded by this MOU.
- Section 8. Unless earlier terminated or extended by mutual agreement of all parties in writing, the term of this MOU shall coincide with the term of the City's Solid Waste Collection Agreement with Republic Services dated March 15, 2022, and shall expire on November 30, 2035.

IN WITNESS WHEREOF, the duly authorized representatives of The City of Fairfield and the Fairfield-Suisun Sewer District hereby sign as of the date first set forth above.

David Gassaway
City Manager
City of Fairfield

Date

Rick Vaccaro
Board President
Fairfield-Suisun Sewer District

Date

EXHIBIT A

THE CITY OF FAIRFIELD HOUSEHOLD HAZARDOUS WASTE COLLECTION 2023-2035 SCHEDULE AND GUIDELINES FOR PARTICIPATION

1. The site of each HHW and BOPA collection will be held at the property of Republic Services' facility at 2901 Industrial Court, Fairfield, California. The Curbside Oil Collection materials will also be processed at that address.
2. The HHW facility will be open to the public from 9:00 AM to 12:00 PM the second and fourth Saturday of each month from January to October and the first and third Saturday in November and December. The BOPA facility will be open to the public Monday through Friday, 9:00 AM to 4:00 PM. The Curbside Used Oil program will operate Monday through Friday, in conjunction with the residential solid waste curbside collection program. Facility hours of operation may be changed by the City of Fairfield with written notification to the District. Changes shall not reduce the total number of hours per week.
3. Existing law prohibits transporting HHW in excess of 5 gallons or 50 pounds or BOPA in excess of 10 gallons or 100 pounds, 2 spent acid batteries, and 20 gallons of motor oil without a waste hauler's permit. For each HHW or BOPA event, residents are limited to those quantities listed above per drop-off. However, residents may make multiple drop-offs.
4. This program is intended to serve Fairfield residents only.
5. At the HHW collection facility, participants must show proof of residency by means of a driver's license, business permit, utility bill, or some other acceptable form of identification. Participants may also be required to complete a survey.
6. A list of the typical waste materials accepted during each HHW collection event includes, but is not limited to:

Waste oil	Household poisons	Pesticides
Herbicides	Old medicines	Batteries
Cleaners	Motor oil filters	Solvents
Adhesives	Acids	Paints
CFL light bulbs	Pool chemicals	Mercury thermometers
Fluorescent light bulbs		Mercury switches

7. A list of **non-acceptable waste** for all collection events includes, but is not limited to:

Compressed gas cylinders	Asbestos	Radioactive materials
PCBs	Explosives	Pyrophorics
Industrial wastes	Organic peroxides	Biological wastes

8. It is intended that residents shall transport waste for drop-off by vehicle, and shall remain in or near the vehicle during the actual collection.

EXHIBIT B
THE CITY OF FAIRFIELD HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM COSTS

Program Costs shall be identified as follows:

1. HHW Permanent Facility Collection including:
 - Subcontractor Cost
 - Labor
 - Equipment and Supplies
 - Overhead
2. BOPA Permanent Facility Collection including:
 - Processing and Recycling
 - Labor
 - Equipment and Supplies
 - Overhead
3. Curbside Used Oil Collection including:
 - Labor
 - Equipment and Supplies

EXHIBIT C

THE CITY OF FAIRFIELD HOUSEHOLD HAZARDOUS WASTE COLLECTION DISTRICTS ALLOCATION OF FUNDING 4.5% ANNUAL INFLATOR

The District shall contribute the following cost allocation per year. Funds shall not exceed:

Year	Cost Allocation
2023	\$ 60,000
2024	\$ 62,700
2025	\$ 65,522
2026	\$ 68,470
2027	\$ 71,551
2028	\$ 74,771
2029	\$ 78,136
2030	\$ 81,652
2031	\$ 85,326
2032	\$ 89,166
2033	\$ 93,178
2034	\$ 97,371
2035	\$ 101,753



FAIRFIELD-SUISUN SEWER DISTRICT

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November 22, 2023

AGENDA REPORT

TO: Board of Directors

FROM: Emily Corwin, Senior Environmental Engineer

SUBJECT: Award Consulting Services Agreement for Community Treatment Wetland and Climate Resiliency Project Community Co-Design & Environmental Studies

Recommendation: Authorize the Assistant General Manager/District Engineer to award and execute a Consulting Services Agreement in an amount up to \$300,000 for Community Treatment Wetland and Climate Resiliency Project Community Co-Design & Environmental Studies.

Background: In September 2023 the District Board of Directors approved a 'Funding Agreement for a Community Treatment Wetland and Climate Resiliency Project under EPA Grant #98T55001' with the Association of Bay Area Governments (ABAG) in the amount of \$300,000. The District successfully partnered with the San Francisco Estuary Partnership, an ABAG entity, on a 2022 EPA Water Quality Improvement Fund (WQIF) grant application titled "Breaking Ground: Implementing Nature-based Solutions, Engaging Communities, and Advancing Innovative Projects'. The grant is funding the planning (first phase) of the 'Community Treatment Wetland and Climate Resiliency' project identified in the District's Resilient and Green Master Plan.

Discussion: The project goals are to collaborate with adjacent landowners and stakeholders to develop a nature-based solution to reduce nitrogen discharge from wastewater flows; enhance natural habitat quality; reduce future flooding threats adjacent to the wastewater treatment plant; and incorporate public access for recreation and educational opportunities. The scope of this first phase includes community engagement to develop concept designs; planning work through initial 30% engineering design; and preparatory work to support project permitting. A separate future Request for Proposals (RFP) will cover final design, final permitting, and environmental documentation.

On October 16, 2023, staff issued a competitive RFP for the first phase of the Project, with a proposal submittal deadline of 2:00pm on December 4, 2023. All proposals received will be reviewed and evaluated for responsiveness to the RFP documents, qualifications, and cost.

Staff requests that the Board of Directors authorize the Assistant General Manager/District Engineer to enter into a Consultant Services Agreement in the amount up to \$300,000 with the best qualified, responsive proposing consultant team based on technical approach, team expertise and experience, and cost. Since the District does not typically hold a Board of Directors meeting in December, staff requests this Agreement authorization in advance of receiving and reviewing proposals to ensure that the project can advance at the earliest possible opportunity.

Fiscal Impact: The not-to-exceed Agreement cost is \$300,000. This planning phase of the Community Treatment Wetland project is fully funded by the ABAG grant agreement. Additional grant funding opportunities are being explored for future phases of the project including final design, CEQA, and construction.



FAIRFIELD-SUISUN SEWER DISTRICT

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November 22, 2023

AGENDA REPORT

TO: Board of Directors

FROM: Kyle Broughton, Senior Engineer

SUBJECT: Award Change Order for the Bioenergy Generation Project (No. 2005)

Recommendation: Award a Change Order for the Bioenergy Generation Project (No. 2005) in an amount not to exceed \$1,200,000, for a total awarded amount of \$10,338,000.

Background: In May 2022, the Board of Directors authorized the award and execution of a construction contract in the amount of \$9,138,000 with Overaa Construction for the Bioenergy Generation Project. The project includes installation of a 1,200 kW cogeneration engine and associated systems, auxiliary heat recovery and wasting equipment, biogas conditioning systems to protect the engine and meet air quality requirements, and related work including the demolition of existing equipment. The new cogeneration engine will be capable of producing up to 65% of the wastewater treatment plant's electrical power, offsetting electrical power otherwise purchased from PG&E. The project also establishes an interconnection with PG&E that allows the District to export excess power to the grid to offset electricity purchases at other times.

Over the course of construction, while working to establish the revised electrical service agreement with PG&E for the new cogeneration equipment and export of excess power to the grid, PG&E required additional electrical improvements (protective devices not required for the existing cogeneration engines the District has operated in the past). These new requirements are not included within the scope of the awarded construction project, and procurement of the new PG&E required electrical equipment is anticipated to take approximately one year due to supply chain issues.

Discussion: At the District's request, Overaa Construction prepared a Change Order Request to add the additional PG&E-required electrical improvements to the project. The total cost is still being negotiated, but will not exceed \$1,200,000 dollars, which

exceeds staff's total change order authority granted under Resolution 84-8 (10% of the amount of the bid award). Therefore, staff is recommending that the Board authorize an amendment to Overaa Construction's total approved contract value to not exceed \$10,338,000; and preserve staff's authority to implement changes up to 10% of the revised contract amount (up to \$1,038,000). To date, staff have approved 0.6% change orders under existing authority.

Fiscal Impact: Although the change order will be executed in FY 23/24, the funds are not anticipated to be spent until FY 24/25. Staff will reflect the actual anticipated expenditure in the annual budget for FY 24/25 that will be brought to the Board of Directors for adoption. Adequate funds are available in the District's Major Maintenance Reserve to fund this Change Order.

FAIRFIELD-SUISUN SEWER DISTRICT

MINUTES

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Board of Directors Meeting Minutes

Date: Monday, October 23, 2023

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 p.m.

1. The meeting was called to order at 6:00 p.m. by President Vaccaro. President Vaccaro presided over the meeting.

Roll Call – The following members were present: Directors Carr, Hernandez, Moy, Osum, Pal, Panduro, Tonnesen, Vaccaro, and via teleconference Director Washington. Director Dawson was absent. Board Alternate K. Patrice Williams was present (6:07 p.m.).

2. Pledge of Allegiance was led by Director Osum.
3. Public Comments – None.
4. Director Comments – President Vaccaro mentioned meeting with the CASA Education Committee where they discussed encouraging other Districts to contribute to scholarships at the January 2024 CASA conference. Director Washington wanted to draw attention to a recent proposal of potential oil drilling site within the Suisun marsh and potential threat of contamination to the area.
5. General Manager Report – General Manager Talyon Sortor was not in attendance due to a personal matter and sends his apologies. Assistant General Manager/District Engineer Jordan Damerel filled in and mentioned Director of Administrative Services James Russell-Field was nominated and approved by the California Society of Municipal Finance Officers to serve on a special policy committee to the State Controller's Office on Special Districts, representing the District at the state level. Laboratory Manager Nicole Van Aken was recognized by the California Water Environment Association as an emerging leader participating as a subject matter expert for the Laboratory Analyst Certification Program. Lastly, related to the September Board Meeting and the Woodcreek 60 Project where the Board gave direction to study sewer capacity for the project, Damerel shared the District is meeting with Solano County staff the week of October 30th and discussing how to approach the study including data requests from the City of Fairfield and process for updating their General Plan.
6. Consent Calendar
 - (a) Approve Board Minutes of September 25, 2023

No comments.

Upon motion by Vice President Hernandez, seconded by Director Washington, Consent Calendar Item 6a was passed by the following vote:

AYES: Carr, Hernandez, Moy, Pal, Panduro, Osum, Tonnesen, Vaccaro, Washington
NOES: None
ABSTAIN: None
ABSENT: Dawson

7. Discussion Item
(a) Community Engagement Strategy Update

Director of Environmental Services Meg Herston spoke about recent outreach events including the Inspire Career Fair, 2023 Coastal Creek Cleanup, and a recent field trip by the Laurel Creek Elementary 5th graders who received a tour of District facilities. Herston also recognized the 400 volunteers at the 2023 Coastal Creek Cleanup, who picked up 13,000lbs of trash, before playing a slide show presentation showcasing the volunteers made by new Outreach Intern Krystle Catamura. Herston introduced former Outreach Intern Andrea Solis Olguin who presented her intern experience and expanding opportunities through internships. Senior Engineer Emily Corwin presented an update on Community Engagement Strategy goals, proposed activities and call to action.

8. Information Item
(a) Board Calendar

No comments.

The meeting adjourned at 6:57 p.m.

Respectfully submitted,

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

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November 22, 2023

AGENDA REPORT

TO: Board of Directors

FROM: Meg Herston, Director of Environmental Services

SUBJECT: Wastewater NPDES Permit Renewal Technical Assistance Contract

Recommendation: Staff recommends award of contract to Larry Walker Associates in an amount not-to-exceed \$107,000.

Background: On April 30, 2025, the District's current wastewater NPDES permit will expire. This discharge permit for the treatment plant is the most critical permit held by the District. The permit translates the requirements of the Clean Water Act into specific provisions tailored to the District. The District's NPDES permit governs the allowable pollutant levels in water discharged from the plant and specifies design and operational parameters for District facilities. Since this permit is so important, it is in the District's best interest to retain specialized technical assistance in preparing the permit application and negotiating the terms of the permit.

Discussion: Because this type of consulting assistance is highly specialized, only a limited number of local qualified firms exist. The District received proposals from two highly experienced firms and an interview process was conducted with panel members from O&M, Engineering, and Environmental Services. Following the interview, the District selected Larry Walker Associates (LWA). LWA is a women-owned business enterprise headquartered in Davis with a notable presence in the Bay Area Clean Water Agencies (BACWA), an outstanding rapport with the Water Board, and over 30 years of experience assisting wastewater clients in the San Francisco Bay region.

The proposed scope of work with LWA is attached. The contract is a "time and materials" contract with a not-to-exceed limit of \$107,000. This estimate is less than the 2020, 2015, and 2008 Permit Assistance contracts of \$119,782, \$159,050, and \$208,225, respectively. The lower cost can be attributed to consultant experience with local regulatory issues and the District's outstanding compliance history.

Fiscal Impact: Adequate funds for the NPDES permit renewal contract were included in the FY 2023-24 Budget and Long-Term Financial Plan.

Attachment: Agreement for Consulting Services

AGREEMENT FOR CONSULTING SERVICES

THIS Agreement ("Agreement") is made as of _____, 20____, between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as "DISTRICT" and LARRY WALKER ASSOCIATES, INC., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, DISTRICT desires to contract for Assistance with 2024 – 2025 NPDES Permit Renewal which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit "A," which is incorporated in by reference.
- B. CONSULTANT agrees that CONSULTANT and all of said CONSULTANT's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit "A," as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT's approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by the parties that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services on a time and material basis with a maximum fee not to exceed ONE HUNDRED SEVEN THOUSAND DOLLARS (\$107,000) in accordance with the costs as set forth in Exhibit "A" and the Fee Schedule, attached as Exhibit "B," which is incorporated herein by reference. When compensation is determined using hourly rates of CONSULTANT'S personnel and equipment assigned to the work, CONSULTANT rates may be adjusted annually if proposed by CONSULTANT and approved by the DISTRICT. Such rate adjustments shall not exceed five percent (5%) annually."
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the DISTRICT shall be based on the Fee Schedule attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to Engineer/Project Manager: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Notification at 75% of Maximum Fee: CONSULTANT is to notify the DISTRICT when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, CONSULTANT shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the DISTRICT of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.
- E. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in Exhibit "A" which is incorporated in by reference.

- B. Failure of the CONSULTANT to perform any of the required services in a timely manner, or to meet any completion schedule made as part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination for cause as set forth in subsection VII.A. The parties agree to immediately and diligently proceed with their respective duties to the end that the PROJECT will be completed satisfactorily within the prescribed time.

VI. CONSULTANT'S ASSIGNED PERSONNEL

CONSULTANT designates Denise Conners to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

Substitution of these assigned personnel will require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant identified in Exhibit "A." The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the District to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the District before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VIII. INDEMNITY

CONSULTANT shall indemnify, hold harmless and defend, in any actions at law or in equity, the DISTRICT, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Form CG 00 01 on an "occurrence" basis). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession.

B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal and advertising injury, and property damage, including products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): \$1,000,000 per claim, \$1,000,000 aggregate.

If CONSULTANT maintains higher limits than the minimums shown above, DISTRICT is entitled to coverage for the higher limits maintained by CONSULTANT.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$50,000, unless authorized in writing by the DISTRICT.

D. OTHER INSURANCE PROVISIONS

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT, including materials, parts, equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should any of the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered in accordance with the policy provisions.
4. CONSULTANT hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be

prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that CONSULTANT's work product is prepared for this specific project. Any use of such work product by DISTRICT for a different project without CONSULTANT's written approval shall be at the DISTRICT's risk. Any use by DISTRICT of an incomplete work product without CONSULTANT's written approval shall be at DISTRICT's risk.

XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT: Fairfield-Suisun Sewer District
 1010 Chadbourne Road
 Fairfield, CA 94534-9700
 Phone (707) 429-8930
 Fax (707) 429-1280

To CONSULTANT: Larry Walker Associates, Inc.
 1480 Drew Avenue, Suite 100
 Davis, CA 95618
 Phone (530)753-6400

XIV. APPLICABLE LAWS

CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

As set forth in California Labor Code Section 1770, et seq., not less than the prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work, shall be paid to all workers on this project. Copies of the prevailing rate of per diem wages are available to the public from the DIR. The Contractor shall post a copy of the determination of the Director of the DIR regarding per diem wages at each job site.

XV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

Talyon Sortor – General Manager

LARRY WALKER ASSOCIATES, INC.:

Signature

Name

Title



November 17, 2023

Ms. Meg Herston
Director of Environmental Services
Fairfield Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534
Submitted via e-mail

Scope of Work, Fairfield-Suisun Sewer District 2024-2025 NPDES Permit Renewal

Dear Ms. Herston:

Larry Walker Associates, Inc. (LWA) will conduct the work outlined in the proposal submitted to Fairfield-Suisun Sewer District (District) on October 27, 2023 according to the tasks described below. In addition, LWA will provide contract implementation, monthly invoicing/progress reports, and on-going project management and coordination.

Task 1. Develop Permit Strategy

LWA will prepare an agenda, meet in-person with District staff, and lead a discussion of the approach to preparing the ROWD. The discussion will take into account information expected to be in the “NPDES permit reissuance letter” from the Regional Water Board, the current regulatory, compliance considerations (including known compliance issues and potential compliance issues), a review of the District’s specific requests for permit revisions, and strategies for addressing compliance issues and other regulatory concerns.

LWA will prepare a data and information request for the District, which will include a request for information about the District’s key proposed projects. LWA will review the key proposed projects, including any potential Nature-based solutions (NbS) as treatment processes, and discuss their impact on the strategy and approach taken during the permit renewal process. LWA will provide the District with notes and action items from the discussion.

Task 2. Report of Waste Discharge

LWA will prepare the NPDES permit application package (Report of Waste Discharge, ROWD) to meet requirements specified in the current NPDES permit (Order No. R2-2020-0012). The ROWD package will include a cover letter, California Form 200, EPA Form 2A (including data summary tables), EPA Form 2S, effluent and receiving water characterization reports, chronic toxicity test results (based on the Test of Significant Toxicity (TST)), the most recent chronic toxicity sensitive species screening study, and annual average selenium loading. LWA will compile available data, assemble, review, and edit available materials, complete the required forms, and prepare supporting documentation as needed.

As part of the ROWD process, LWA will conduct a preliminary Reasonable Potential Analysis (RPA) and calculate effluent limitations before the permit application is submitted to identify and address potential compliance problems. The results will also be used to check the Regional Water Board's calculations during permit reissuance. LWA will assess effluent and receiving water quality data collected since May 1, 2020 and perform the RPA for each regulated constituent. An outlier identification will be performed to determine if it is appropriate for the District to request removal of any datapoints from the dataset. The results of the preliminary RPA and effluent limit compliance evaluation will be discussed with District staff and (if needed) summarized in the permit application cover letter.

As part of the RPA, LWA will compile the available chronic toxicity lab results and perform the TST as described in the *State Policy for Water Quality Control: Toxicity Provisions* (adopted December 1, 2020, revised October 5, 2021). As the permitted discharge rate is greater than 5 MGD, the Regional Water Board will automatically find reasonable potential for chronic toxicity and issue effluent limits based on the TST evaluation process. LWA will use the TST results performed on existing data at the approved Instream Waste Concentration (25% effluent, based on cyanide dilution credit) to estimate compliance with the new effluent limits and predict the required monitoring frequency. When the chronic toxicity sensitive species screening study is finished, LWA will review the study results and determine if the findings and new identified species can be used to support monitoring requirements in the reissued NPDES permit.

The ROWD cover letter will include a summary of activities conducted or underway to improve wastewater treatment plant performance, a description of collection system improvement projects, a list of desired changes for the reissued permit (including monitoring reductions), justification for continued exception to Basin Plan Discharge Prohibitions, identification of invalid data, potential effluent compliance concerns, and proposed strategies to resolve compliance issues as needed.

LWA will prepare the permit application package in consultation with District staff and a draft will be provided for review and approval prior to submittal of the final ROWD to the Regional Water Board (submittal deadline is August 1, 2024).

Task 3. Permit Negotiation

Regional Water Board staff typically provide an Administrative Draft version of the NPDES permit to the Permittee to verify language and identify operational considerations. Working with District staff, LWA will prepare written comments on the Administrative Draft permit using "Track Changes" to indicate proposed modifications and "inserted comments" to provide a rationale for the changes. The edited version of the Administrative Draft will be submitted to Regional Water Board staff for consideration.

After addressing the District's comments on the Administrative Draft, the Regional Water Board will issue a Tentative Order permit for a public 30-day comment period. LWA will review the Tentative Order in consultation with District staff, identify necessary changes, and prepare written comments to explain and support revisions to address the District's concerns. Comments on the Tentative Order are more detailed and comprehensive because the comments are submitted for the public record and can be used in an appeal or for other actions on the permit. The Tentative Order comments will address any revisions identified by the District and lay groundwork for an appeal if the requested revisions are not made by the Regional Water Board. LWA will prepare a draft comment letter for District staff review and approval prior to submittal to the Regional Water Board.

As needed, LWA will assist District staff with developing a presentation for the permit adoption hearing and attend the virtual hearing for technical support. The presentation is recommended to either (1) express support for the permit as-is and praise assistance from Regional Water Board staff; (2) express objection to specific and significant permit provisions (possibly reaching an agreement with Regional Water Board staff and Board members that was not possible without the pressure of a public forum); or (3) counter comments from other public entities that may be introduced during the public hearing.

It is advisable to proof the post-Regional Water Board Hearing version of the NPDES permit to ensure all agreed-upon changes were made. LWA will review the final adopted order for any mistakes that could render the content of a particular provision different than intended.

Task 4. General Technical and Regulatory Assistance

Task 4a. Defined Activities. The Regional Water Board routinely includes requirements for status reports and special studies in the NPDES permit and each of these tasks is assigned a compliance date. LWA will develop an overall schedule and plan for the District to track these activities and assist with compliance during the 5-year permit term. LWA will lead an in-person 2-hour workshop to inform District staff about the specific requirements of the new NPDES permit and discuss the District's responsibilities and deadlines.

Task 4b. Optional Activities. Upon request, LWA will assist with questions and compliance issues that arise during and after permit renewal. These activities could include assistance with enforcement issues, monitoring or laboratory work, compliance with watershed-based permits (i.e., the San Francisco Bay Nutrient and Mercury/PCBs permits), the District's pretreatment program, and/or emerging regulatory concerns. A ballpark cost for these activities during the 5-year permit term is provided in the fee proposal. As projects are defined, a more detailed cost estimate will be developed for approval.

Project Schedule

The permit renewal schedule is outlined below, based on permit adoption in April 2025. The final schedule for draft permit review and adoption will be determined by the Regional Water Board's 2025 calendar and their assigned date for the permit adoption hearing.

- Project Kickoff Meeting – January 2024 (estimate)
- ROWD Preparation – May to July, 2024 (3 months to prepare)
- ROWD Submittal – August 1, 2024 (regulatory deadline)
- Administrative Draft Permit Review and Comment – January, 2025 (typically 1-week turnaround)
- Tentative Order Review and Comment – February, 2025 (required 30-day comment period)
- Regional Water Board Adoption hearing – April, 2025 (second Wednesday of the month)
- Workshop on New NPDES Permit Requirements – May 2025 (estimate)
- New NPDES Permit Effective – June 1, 2025 (first day of the second calendar month after adoption)

Fee Proposal

The estimated cost for LWA assistance is itemized by task in the following table. The costs are based on LWA staff classifications and billing rates in effect from July 1, 2023 to June 30, 2024 and an estimated 3% annual increase each July 1.

Please contact me at denisec@lwa.com or 805.585.1835, ext 239 if you have any questions or need additional information regarding this scope of work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denise', with a stylized, flowing script.

Denise Conners
Associate II

LWA Costs for Fairfield-Suisun Sewer District 2024-2025 NPDES Permit Renewal

Task #	Task Name	Estimated Hours and Staff Classification ^[a]							Labor Costs	Direct Costs	Total Costs
		Assoc II	Sr. Eng I	Project Eng IIA	Project Eng IA	Project Eng 1B	Contract Admin	Total Hours			
		\$305	\$253	\$235	\$196	\$169	\$145				
1	Develop Permit Strategy	8	12	4	10		2	36	\$8,700	\$100 ^[b]	\$8,800
2	Report of Waste Discharge	7	22	16	47	32	6	130	\$27,000	--	\$27,000
3	Permit Negotiation	16	34	8	16	12	5	91	\$21,200	--	\$21,200
4	General Tech and Reg Assistance										
4a	Defined activities: Workshop, answer initial questions, prepare initial submittals	6	18	8	20	14	3	69	\$14,900	\$100 ^[b]	\$15,000
4b	Optional activities (placeholder cost): On-going technical support during 5-year permit term.								\$35,000	--	\$35,000
Totals		37	86	36	93	58	16	326	\$106,800	\$200	\$107,000

^[a] LWA hourly rates and staff classification in effect from July 1, 2023 to June 30, 2024. Rates are typically adjusted on July 1 of each year.

^[b] Estimated costs for travel between Davis and Fairfield.



LARRY WALKER ASSOCIATES RATE SHEET

Effective July 1, 2023 – June 30, 2024

EXHIBIT B

TITLE	RATE (\$/Hour)
Administrative	\$ 80
Contract Coordinator	\$145
AR/AP Manager	\$145
Graphic Designer	\$134
Senior Graphic Designer	\$174
Project Staff I-C	\$140
Project Staff I-B	\$169
Project Staff I-A	\$196
Project Staff II-B	\$208
Project Staff II-A	\$235
Senior Staff I	\$253
Senior Staff II	\$272
Associate I	\$289
Associate II	\$305
Vice President	\$322
Executive Vice President	\$337
Senior Executive	\$353
President	\$353

REIMBURSABLE COSTS	
Travel	
Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence and Per Diem Meals ⁽¹⁾	Current GSA Rate
Breakfast	Current GSA Rate
Lunch	Current GSA Rate
Dinner	Current GSA Rate
Incidentals	Current GSA Rate
Report Reproduction and Copying	
Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense
Daily Equipment Rental Rates	
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, RiverSurveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle And All Equipment)	\$200.00
Subcontractors	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

Fairfield-Suisun Sewer District

Contemplated Board of Directors Agenda Items

November 27, 2023

Month Year	Contemplated Board of Directors Meeting Agenda Items	Executive Committee	Board of Directors
December 2023		Not Scheduled	Not Scheduled
January 2024	1. Quarterly Investment Report 2. Report on Financial Audit for FY 2022/2023 3. Award Professional Services Contract for Design of the Kellogg Resiliency Project 4. Award Professional Services Contract for Treatment Plant Seismic Evaluation 5. Authorize Submission of State Revolving Fund (SRF) Loan Applications	1/22/2024	1/29/2024
February 2024	1. General Manager Performance Meeting (Exec Comm) 2. Award Construction Contract for Electrical Replacement Project, Phase 2	2/12/2024	2/26/2024
March 2024	1. Directors Report on CASA DC Meeting 2. Award Construction Contract for Roof Rehabilitation Project	3/18/2024	3/25/2024
April 2024	1. Quarterly Investment Report	4/15/2024	4/22/2023
May 2024	1. Adopt Resolution Approving Budget 2. Adopt Resolution Approving Employee Salary Schedule 3. Review Updates and Approve Investment Policy 4. Review Board Compensation	5/13/2024	5/20/2024
June 2024	1. General Manager Performance Review	6/17/2024	6/24/2024
July 2024	1. Quarterly Investment Report	7/15/2024	7/22/2024
August 2024		Not Scheduled	Not Scheduled
September 2024	1. Directors Report on CASA Annual Meeting	9/16/2024	9/23/2024
October 2024	1. Quarterly Investment Report	10/21/2024	10/28/2024
November 2024	1. Adopt Board Calendar for 2025	11/18/2024	11/25/2024

FAIRFIELD-SUISUN SEWER DISTRICT

MINUTES

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.fssd.com

Board of Directors Meeting Minutes

Date: Monday, November 27, 2023

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 p.m.

1. The meeting was called to order at 6:00 p.m. by President Vaccaro. President Vaccaro presided over the meeting.

Roll Call – The following members were present: Directors Carr, Dawson, Hernandez, Moy, Osum, Panduro, Tonnesen, Vaccaro, Washington and via teleconference Director Pal. Board Alternate K. Patrice Williams was present.

2. Pledge of Allegiance was led by Director Tonnesen.
3. Public Comments – None.
4. Director Comments – The Board thanked Jordan for running the last Executive Committee Meeting and for his attendance at the event to rename the City of Fairfield Council Chambers in honor of former Mayor Harry T. Price. Directors Hernandez and Panduro applied and were accepted to the Water Education for Latino Leaders (WELL) Fellowship program. Director Panduro stated there was a cost involved with the program and wants to bring an agenda item to the next Board meeting to cover some of the program costs for her and Director Hernandez to attend. Board members were encouraged to attend the CASA Winter Conference in January 2024.
5. General Manager Report – General Manager Talyon Sortor expressed gratitude to the Board and staff for seamlessly handling work around the plant while he was away handling a personal matter. District Engineer Jordan Damerel attended the Association of Defense Communities Conference in early November with City of Fairfield City Manager David Gassaway, representatives from Travis Air Force Base (TAFB) and Travis Community Consortium, where they presented a panel session to a national audience on the novel community and base partnership approach to look at the resiliency of TAFB through the lens of our community. A lease option with Aires Clean Technology expires on December 1st and will not be extended or renewed. Lystek presented a revenue sharing check for \$1,000 for 2023. Director of Administrative Services James Russell-Field mentioned Finance received the Government Finance Officer Association Certificate of Achievement for Excellence in Financial Reporting for the 24th consecutive year, dating back to 1998. Director of Environmental Services Meg Herston shared an update on recent school tours of the facility.

6. Consent Calendar

- (a) Approve Resolution No. 2023-15 Board of Directors 2024 Meeting Schedule
- (b) Approve Resolution No. 2023-16 Memorandum of Understanding for the 2023-2035 Household Hazardous Waste Collection Program for the City of Fairfield Award Consulting Services Agreement for Community Treatment Wetland and Climate Resiliency Project Community Co-Design and Environmental Studies
- (c) Award Change Order for the Bioenergy Generation Project
- (d) Approve Board Meeting Minutes of October 23, 2023

No comments.

Upon motion by Director Tonnesen, seconded by Vice President Hernandez, Consent Calendar Item 6a-6e were passed by the following vote:

AYES: Carr, Dawson, Hernandez, Moy, Pal, Panduro, Osum, Tonnesen, Vaccaro, Washington
NOES: None
ABSTAIN: None
ABSENT: None

7. Discussion Item

- (a) Presentation of Suisun Force Main Reliability Project

Engineering Manager Irene O'Sullivan presented a status update on the Suisun Force Main Reliability project, recapping planning completed to date, upcoming work, key tasks, and schedule to bring project to fruition. The Board discussed and asked if project information will be available on the District's website.

8. Action Item

- (a) Award Consulting Services Agreement for NPDES Renewal Technical Assistance

Director of Environmental Services Meg Herston spoke about the importance of the Wastewater Discharge Permit and renewal which expires April 30, 2025. She asked the Board for approval for consulting services agreement for negotiation of the permit.

Upon motion by Vice President Hernandez, seconded by Director Carr, Action Item 8a was passed by the following vote:

AYES: Carr, Dawson, Hernandez, Moy, Pal, Panduro, Osum, Tonnesen, Vaccaro, Washington
NOES: None
ABSTAIN: None
ABSENT: None

9. Information Item
(a) Board Calendar

No comments.

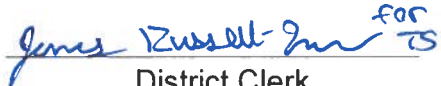
The meeting adjourned at 6:47 p.m.

Respectfully submitted,



President

ATTEST:



District Clerk