



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

Executive Committee Meeting Agenda

Meeting Date: May 13, 2024
Meeting Place: 1010 Chadbourne Road, Fairfield, CA
Meeting Time: 4:30 p.m.

EXECUTIVE COMMITTEE
RICK VACCARO, PRESIDENT
ALMA HERNANDEZ, VICE PRESIDENT
JENALEE DAWSON
CATHERINE MOY

- 1. Roll Call
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- 3. General Manager Report
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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 us 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 filling out a speaker’s request card and submitting the card to the Board Secretary. Comments on matters 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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May 8, 2024

FI-210

AGENDA REPORT

TO: Executive Committee

FROM: James Russell-Field, Director of Administrative Services

SUBJECT: Adoption of Revised Investment Policy

Recommendation: Adopt Resolution No. 2024-XX adopting a revised Investment Policy; and delegating Investment Authority to the Director of Administrative Services.

Background: The Investment Policy guides investment activities of the District. The primary objectives of the Investment Policy, in order of priority, are safety, liquidity and yield. The policy seeks to return a consistent market rate of return while protecting the District's assets and meeting cashflow needs.

The District utilizes PFM as an Investment Broker. Annually, the District and PFM review the Investment Policy for any changes in State Legislature, best practices, and investment strategy. PFM has reviewed the District policy and recommends one update as described in PFM's Investment Policy Review Memo. The recommended update is reflected in the red-lined revised Investment Policy.

California Government Code Section 53646(a)(2) recommends the Investment Policy be submitted to the Board of Directors at a public meeting annually, and the Board approves any changes to the policy.

California Government Code Section 53607 states that the Board of Directors may annually delegate the authority to invest and reinvest District funds to the District Treasurer. In accordance with Section 3 of the Investment Policy, the Director of Administrative Services will be reaffirmed as the District Treasurer with the adoption of Resolution 2024-XX.

Attachments: 1 – Investment Policy Review Memo from Michael Kronbetter of PFM
2 – Resolution No. 2024-XX Adopting Revised Investment Policy
3 – Investment Policy



April 12, 2024

Memorandum

To: Talyon Sortor, District General Manager
James Russell-Field, Director of Administrative Services
Fairfield-Suisun Sewer District

From: Michael Kronbetter, Relationship Manager
PFM Asset Management LLC

RE: Investment Policy Review

PFM Asset Management LLC (PFMAM) has completed its annual review of the Investment Policy (the "Policy") for the Fairfield-Suisun Sewer District (the "District"). The Policy remains in compliance with the sections of California Government Code (Code) that govern the investment of public funds. This year, our proposed changes to the Policy are presented below.

Recommended Changes Related to SB 882

This year we are recommending a Policy change in response to a change to California Government Code (the "Code") that went into effect on January 1, 2024, following the passage of Senate Bill 882 ("SB 882") in September 2023. Senate Bill 882, also known as the Local Government Omnibus Act of 2023, made a number of changes to Code, including one change to Code section 53601, the section of Code that governs the investment of public funds.

To provide clarification regarding the purchase of asset-backed securities, language was added to Code Section 53601(o). This subdivision, which allows for investment in asset-backed and mortgage-backed securities, was amended to exempt securities issued by the U.S. Treasury, federal agencies, or United States government-sponsored enterprises from the credit and diversification requirements included in 53601(o).

We recommend that the District incorporate these Code changes into Section 7.5.16. as shown in the following redlined Policy draft. These revisions do not change what we are permitted to purchase on the District's behalf nor do these revisions impact the management of the portfolio. These revisions simply clarify our existing interpretation of this section of Code.

Please let us know if you have any questions or if you would like to discuss this memorandum in more detail.

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2024-XX

A RESOLUTION ADOPTING REVISED INVESTMENT POLICY

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

1. The Investment Policy of the Fairfield-Suisun Sewer District, attached hereto, is hereby adopted and supersedes the previously adopted Investment Policy.
2. The General Manager and Treasurer are hereby authorized and directed to do all things necessary and proper to implement this resolution.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk

Attachment: Investment Policy



FAIRFIELD-SUISUN SEWER DISTRICT

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POLICY		
Policy Number	2130	Adopted: May 20, 2024 Res No. 2024-XX
Type of Policy	2000 - Finance and Administration	
Policy Title	Investment Policy	
Policy Description	Policy Guidelines for Investing Surplus Monies	

1. Purpose

- 1.1 The purpose of this Investment Policy (“Policy”) is to provide guidelines to the officers of the Fairfield-Suisun Sewer District (“District”) charged with the responsibility for the deposit of District funds, and for investment of surplus monies not required for the immediate necessities of the District. All such deposits and investments are governed by State law and by this policy.
- 1.2 It is the Policy of the Fairfield-Suisun Sewer District that:

2. Handling

- 2.1 All money belonging to or in the custody of the District shall be deposited for safekeeping in:
 - 2.1.1 State or National Banks
 - 2.1.2 Savings or Federal Associations
 - 2.1.3 Credit Unions or Federally-Insured Industrial Loan Companies in this State
- 2.2 The location of deposit is to be selected by the Treasurer
- 2.3 Invested in the Local Agency Investment Fund or invested as set forth in California Government Code (CGC) Section 53601.
- 2.4 To be eligible to receive District money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of “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, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code.

3. Delegation of Authority

- 3.1 In accordance with CGC Section 53607, the Board delegates the duties of the

District Treasurer to the Director of Administrative Services.

- 3.2 The Treasurer, under the supervision of the General Manager, is responsible for administering the District's investments. In furtherance of this responsibility, the Treasurer may issue and administer detailed investment instructions which may change periodically and which will supplement, but conform to the provisions of this Investment Policy. The investment of bond proceeds will be further restricted by the provisions of relevant bond documents.
- 3.3 The management and oversight responsibility for the deposit and investment program is hereby delegated to the Treasurer who shall monitor and review all investments for consistency with this Investment Policy and State law.
- 3.4 No person may engage in an investment transaction except as provided under the limits of this policy, as supplemented by the Treasurer's investment instructions.
- 3.5 The Treasurer shall maintain investment instructions for internal and external management of investments consistent with State requirements.
- 3.6 The District may contract for the use of investment services subject to all other provisions of this Investment Policy.
- 3.7 The Treasurer may maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization to provide investment services.
- 3.8 The Treasurer shall annually send a copy of the current investment policy to all broker/dealers approved to do business with the District.
- 3.9 Broker/dealers must be authorized to provide investment and financial advisory services in the State of California, and must be licensed and in good standing with the:
 - 3.9.1 California Department of Securities,
 - 3.9.2 Securities and Exchange Commission,
 - 3.9.3 National Association of Securities Dealers
 - 3.9.4 or other applicable self-regulatory organizations.
- 3.10 Before engaging in investment transactions with a broker/dealer, the Treasurer must have received a certification from such broker/dealer, indicating that the person responsible for the District's account has read and understood the Investment Policy and intends to present investment recommendations and transactions to the District which are appropriate under such policy.
- 3.11 If an external investment advisor is authorized to conduct investment transactions on the District's behalf, the investment advisor may use their own list of approved broker/dealers and financial institutions for investment purposes.

4. Prudence

- 4.1 The Standard of prudence to be used by investment officials shall be the "prudent

investor” standard, as set forth in CGC Section 53600.3, and shall be applied in the context of managing an overall portfolio.

- 4.2 Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard.
- 4.3 When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall 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 agency, 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 agency.
- 4.4 Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.
- 4.5 To the extent permitted by law, investment officials acting in accordance with the Investment Policy, as supplemented by the Treasurer’s investment instructions, and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

5. Objectives

- 5.1 The primary objectives (in priority order) of the District’s investment activities shall be:
- 5.2 Safety of principal.
- 5.3 Liquidity. The investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.
- 5.4 Return on Investment. The investment portfolio shall be designed with the objective of attaining a market rate of return on its investments throughout budgetary and economic cycles, consistent with the constraints imposed by the District’s safety objective and cash flow requirements, and applicable law.

6. Ethics and Conflict of Interest

- 6.1 Officers and employees involved in the investment process shall:
 - 6.1.1 Refrain from personal business activities that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial decisions.
 - 6.1.2 Abide by CGC Section 1090, et seq. and the California Political Reform Act.

7. Investments

- 7.1 CGC Section 53601, et seq. set forth the eligible investments for the District that:
 - 7.1.1 All investments purchased for the District shall be delivered, either by book entry or physical delivery, to the District's third-party custodian.
 - 7.1.2 All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the District's safekeeping/custody bank prior to the release of funds.
 - 7.1.3 All investments of the District shall have the District as registered owner.
 - 7.1.4 The list of specific investment types and diversification requirements shall be maintained by the Treasurer.
- 7.2 Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase.
- 7.3 Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Treasurer, or his/her designee, will perform a timely review and decide whether to sell or hold the investment.
- 7.4 If the District has retained the services of an investment advisor, the investment advisor will notify the Treasurer of such a downgrade and will recommend a plan of action.
- 7.5 Authorized and suitable investments are currently as follows, but only to the extent allowed by CGC Section 53601, et seq., and as such sections are hereafter amended or superseded:
 - 7.5.1 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.
 - 7.5.2 Registered state warrants or treasury notes or bonds of this state, 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. Investments under this subdivision shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).
 - 7.5.3 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. Investments under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO.
 - 7.5.4 Bonds, notes, warrants or other evidence of indebtedness of a local agency within this state, 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. Investments under this subdivision shall be rated in a rating category of “A” or its equivalent or better by an NRSRO.

- 7.5.5 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, to the extent permitted by CGC Section 53601.
- 7.5.6 Bankers Acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers’ acceptances shall not exceed 180 days’ maturity or 40 percent of the District’s surplus funds. No more than 30 percent of the District’s surplus funds can be invested in the Bankers Acceptances of any single commercial bank.
- 7.5.7 Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by Moody’s, Standard & Poor’s, or Fitch. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):
 - 7.5.7.1 The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation. (B) Has total assets in excess of five hundred million dollars (\$500,000,000). (C) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by an NRSRO.
 - 7.5.7.2 The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. (C) Has commercial paper that is rated “A-1” or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. Purchases of eligible commercial paper shall not exceed 25 percent of the District’s surplus funds.
- 7.5.8 Negotiable Certificates of Deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision making authority in the administrative office manager’s office, budget office, auditor-controller’s office, or treasurer’s office of the local agency 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.

- 7.5.9 Purchases of negotiable certificates of deposit shall not exceed 30 percent of the District's surplus funds. Eligible negotiable certificates of deposit shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent, or better by an NRSRO.
- 7.5.10 Repurchase/Reverse Repurchase Agreements of any securities authorized by CGC Section 53601, but only in conformity with the requirements of CGC Section 53601(j).
- 7.5.11 Medium term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by 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. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or better by Moody's, S&P, or Fitch. Purchases of medium-term notes shall not exceed 30 percent of the District's surplus funds.
- 7.5.12 Shares of beneficial interest issued by diversified management companies investing in the securities and obligations authorized by CGC Section 53601(a) to (k) or (m) to (q), and which comply with the investment restrictions of CGC 53600 et seq. and CGC 53630 et seq. Such companies must carry the highest rating of at least two of the nationally recognized statistical rating agencies. Not more than 20% of the District's surplus funds can be invested in such funds, and not more than 10% in any one mutual fund.
- 7.5.13 Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). The company shall have met either of the following criteria:
 - 7.5.13.1 Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or
 - 7.5.13.2 Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).Not more than 20% of the District's surplus funds can be invested in such funds.
- 7.5.14 Funds described in CGC Section 53601(m) held by a trustee or fiscal agent may be invested as described in and to the extent authorized by CGC Section 53601(m).
- 7.5.15 Notes, bonds or other obligations which are at all times secured by a valid first-priority security interest as prescribed by CGC Section 53601(n).
- 7.5.16 A mortgage pass-through security, collateralized mortgage obligation,

mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond. Securities eligible for investment under this subdivision **not issued or guaranteed by an agency or issuer identified in subsection (7.5.1) or (7.5.5) above, the following limits shall apply:**

A. **The security** shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less,

B. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the District’s surplus funds.

7.5.17 Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive, of CGC Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

7.5.17.1 The adviser is registered or exempt from registration with the Securities and Exchange Commission.

7.5.17.2 The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of CGC 53601.

7.5.17.3 The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

7.5.18 State of California Local Agency Investment Fund (“LAIF”). The District may invest a portion of its portfolio in LAIF, subject to the statutory deposit limit imposed by LAIF.

7.5.19 United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of “AA” or better by an NRSRO and shall not exceed 30 percent of the District’s surplus funds.

7.5.20 Any other investment security authorized under the provisions of CGC Section 53601.

7.6 Also, see CGC Section 53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities.

8. Diversification

8.1 Assets shall be diversified to eliminate the risk of loss resulting from over

concentration of assets in a specific maturity, a specific issuer, a specific financial institution, or a specific class of securities.

8.2 Except as provided below, no more than five percent (5%) of the District's surplus funds may be invested in any one issuer, regardless of sector.

8.2.1 The types of investments which are excluded from this limitation are:

8.2.1.1 United States Treasury and federal agency/government sponsored enterprise obligations,

8.2.1.2 Obligations of the International Bank for Reconstruction and Development (IBRD)

8.2.1.3 International Finance Corporation (IFC), and the Inter-American Development Bank (IADB), and

8.2.1.4 Money market funds and local government investment pools, including LAIF and CAMP.

8.3 Purchases of Certificate of Deposits in financial institutions with local branches shall be made only to the extent warranted by the safety, liquidity, and yield compared to that available from other investments.

9. Maximum Maturity

9.1 An investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.

9.2 Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment.

10. Ineligible Investments

10.1 Any security type or structure not specifically approved by State law, this Policy and investment instructions is specifically prohibited.

10.2 Security types which are hereby prohibited to be purchased include, but are not limited to:

10.2.1 Range notes, inverse floaters, or mortgage-derived interest-only strips;

10.2.2 Any security that could result in zero interest accrual if held to maturity, except that, in the event of, and for the duration of, a period of negative interest rates,

the District may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual.

11. Sales prior to maturity

11.1 Sales prior to maturity are permitted.

11.2 It is also recognized that in changing interest rate environment, it may be financially advantageous to sell investments at a book value loss in order to reinvest into a more profitable security.

12. Reporting

12.1 The Treasurer shall render to the General Manager and Board of Directors a quarterly report concerning investment or reinvestment of District funds and the sale or exchange of securities.

12.2 Pursuant to CGC Section 53607, Treasurer shall make a monthly report summarizing investment transactions, as needed.

12.3 The treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within 45 days following the end of the quarter covered by the report.

12.4 This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

12.4.1 The quarterly report shall state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance.

12.4.2 The quarterly report shall include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

12.4.3 In the quarterly report, a subsidiary ledger of investments may be used in accordance with accepted accounting practices.

13. Internal Controls

13.1 The Treasurer will establish an annual process of independent review by an

external auditor. This review will provide internal control by assuring compliance with policies and procedures.

14. Performance Standards

14.1 The District will establish a performance benchmark consistent with its investment strategy and supportive of its investment objectives.

15. Investment Policy Review and Adoption

15.1 The District's Investment Policy is hereby adopted by the District's Board of Directors. This Policy will be reviewed annually by the Board of Directors and any modifications made thereto must be approved by the Board of Directors.



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee
FROM: James Russell-Field, Director of Administrative Services
SUBJECT: Pay Rate Schedule

Recommendation: Adopt Resolution 2024-XX, Pay Rate Schedule.

Background: The California Public Employers' Retirement System adopted California Code Regulations (CCR) 570.5 to enhance disclosure and transparency of public employee compensation, in response to the past pay and benefit abuses of some government agencies. CCR 570.5 specifies that the Pay Rate Schedule be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.

District Resolution No. 97-27 approves a cost-of-living increase to be applied to District pay rates to become implemented starting with the first full pay period following July 1. Per Resolution No. 97-27, "the percentage change in salary schedule shall not be less than 2% nor more than 6%" based on the Clerical Workers Consumer Price Index (CPI-W) for the twelve months ending April. The CPI-W change for the twelve months ended April 2024 is not available until May 15, 2024. The Pay Rate Schedule will be updated with the April CPI change and included with the May 20, 2024 Board of Directors agenda packet.

Discussion: To recruit and retain a qualified workforce, the District strives to offer competitive salaries. To remain competitive and to keep appropriate pay differentials between positions, the District annually adjusts salaries for cost-of-living for all employees.

Fiscal Impact: The changes to the Pay Rate Schedule were anticipated and will be included in the District budget presented at the May 20, 2024 Board of Directors meeting.



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: James Russell-Field, Director of Administrative Services

SUBJECT: Adoption of the FY 2024-25 Budget and Long-Term Financial Plan

Recommendation: Adopt Resolution No. 2024-XX Approving the FY 2024-25 Budget and Long-Term Financial Plan and Resolution No. 2024-XX Affirming Storm Drain Maintenance Service Charges Continue Unchanged.

Background: Beginning in January, staff throughout the organization collaborates to review Major Maintenance and Capital Improvement Program needs, department operating budgets, projected current fiscal year actuals, and revenue and expense assumptions. The culmination of efforts from staff results in the Budget and Long-Term Financial Plan. The Budget and Long-Term Financial Plan has proven to be a reliable tool to assist the Board on capital and financial planning to maintain high quality wastewater collection and treatment and stormwater management services provided to residents.

Discussion: The FY 2024-25 Budget and Long-Term Financial Plan document contains details on the District's revenues, expenses, reserves, and any related changes in assumptions. In pursuit of the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award, District staff have updated the outline of the budget document and related schedules to better align with GFOA's best practices on budget document presentation.

Key information in the FY 2024-25 Budget and Long-Term Financial Plan is as follows:

- Pages 4-11 provide an overview of organizational and budget highlights and information about the District.
- Pages 12-19 provide a detailed overview of key revenue categories and expense programs.
- Pages 20-30 contain the budget schedules for all District funds.
- Pages 31-35 provide a detailed analysis of the long-term financial forecast.

Adoption of the FY 2024-25 Budget and Long-Term Financial Plan

May 8, 2024

Page 2 of 2

Approving the FY 2024-25 Budget and Long-Term Financial Plan requires action on two resolutions:

- Resolution No. 2024-XX approves the FY 2022-23 revenue and expense projections and adopts the FY 2024-25 Budget and Long-Term Financial Plan.
- Resolution No. 2024-XX affirms that the Storm Drain Maintenance Service Charges continue unchanged. Storm Drain Maintenance Service Charges have not increased since 1996 due to limitations of Proposition 218.

Fiscal Impact: FY 2024-25 revenues and expenses for all funds are budgeted at \$49.6 million and \$64.4 million, respectively. The delta between revenues and expenses represents a planned drawdown of reserves to fund Major Maintenance and Capital Improvement Program projects.

Attachment: FY 2024-25 Budget & Long-Term Financial Plan



 **Fairfield-Suisun Sewer District**

Budget and Long-Term Financial Plan

Fiscal Year 2024 25



1010 Chadbourne Road
Fairfield, CA 94534
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2024 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 (City of Fairfield)

K. Patrice Williams, Second Alternate (City of Fairfield)

Management Team

Talyon Sortor, General Manager

Jordan Damerel, Assistant General Manager/District Engineer

Meg Herston, Director of Environmental Services

James Russell-Field, Director of Administrative Services

Kimberly Kraft, Human Resources Manager

District Counsel

Carrie Blacklock

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TRANSMITTAL LETTER

DATE: May 15, 2024

TO: Board of Directors

FROM: Talyon Sortor
General Manager

James Russell-Field
Director of Administrative Services

SUBJECT: FY 2024-25 Budget and Long-Term Financial Plan

SUMMARY

We are pleased to submit the Fiscal Year 2024-25 Budget and Long-Term Financial Plan for Board adoption. The Long-Term Financial Plan has proven to be a reliable tool for almost 30 years to project revenues, expenses, and required reserves. The Board has relied on long-term capital and financial planning to guide their decisions on budgets. Through prudent management, the District keeps costs to its ratepayers low and has one of the lowest sewer service charges in the San Francisco Bay Area.

The District operates a cost-efficient, award-winning wastewater and stormwater utility that protects public health and the environment. For approximately \$1.63 per day, the District collects, conveys, treats, and safely disposes an average of 178 gallons of sewage per day from each residential customer in the community. The average influent flow to the District's wastewater treatment plant was 16.6 million gallons per day in 2023.

The District maintains 85 miles of 12-inch to 48-inch diameter sewers and utilizes 13 pump stations and one treatment plant to serve a population of approximately 148,000. The Budget and Long-Term Financial Plan is developed to maintain high-quality service to District customers by ensuring the wastewater system is adequately maintained and repairs or replacements requiring significant funding are planned in advance, thereby avoiding rate spikes or unnecessary debt that can result from short-term planning.

The District continues to proactively maintain aging infrastructure with preventative maintenance and updates to treatment plant facilities. In the last year, the District continued work on key infrastructure projects including the Bioenergy Generation Project, Electrical Replacement Project Phase II, Digester No. 1 Structure Rehabilitation, the Major Maintenance Project, and worked to expedite the Kellogg Resiliency project to meet the State of California's timeline for project completion.

GOALS

Under the Board of Directors' guidance, District management set the following long-term financial goals:

- 1) Maintain operating cash reserves of at least three months of operating expenses to ensure smooth cash flow.
- 2) Maintain minimum debt service coverage ratio as legally mandated.
- 3) Pay system expansion capital improvement plan expenses from Sewer Capacity Charges.
- 4) Manage long-term employment-related liabilities to a sustainable level.
- 5) Build up major maintenance/replacement reserves to ensure a source of funds for major maintenance and repairs, upgrades and eventual replacement of the treatment plant and sewer system.
- 6) Minimize debt and long-term borrowing.

ORGANIZATIONAL HIGHLIGHTS

- **CWEA Large Plant of the Year:** The District received the 2022-2023 Large Plant of the Year award from the California Water Environment Association (CWEA). The Large Plant of the Year award is given to one plant each year that treats more than 20 million gallons per day of wastewater. The plant must be well-managed and maintained, cost effective, in compliance with all regulations, and innovative.
- **NACWA Peak Performance Platinum Award:** The District received the National Association of Clean Water Agency's (NACWA) Peak Performance Platinum Award for the ninth year in a row, indicating 100 percent compliance with the District's National Pollutant Discharge Elimination System (NPDES) permit.
- **District Transparency Certificate of Excellence:** The District received the Transparency Certificate of Excellence through Special District Leadership Foundation, recognizing the District's commitment to best practices, transparency, and good governance.
- **Employer of Choice:** The District is seeing the results of continued investment in staff. In 2022, the District completed an updated Classification and Compensation study, and addressed market adjustments for salaries, shift differentials, and other benefits. As a result of proactive benefit management, the District only had one position turnover in FY 2023-24.
- **Staff Recognition:** District staff recognized by professional organizations included:
 - **Daniel Fortson, IT Manager**, received Taking "IT" Above and Beyond from the CWEA Redwood Empire Section.
 - **Joga Chizer, Lab Analyst**, received Laboratory Person of the Year from the CWEA Redwood Empire Section.

BUDGET HIGHLIGHTS

- **Revenues** for FY 2024-25 totals \$49.6 million for all funds. Increases in revenues are primarily attributed to rate revenue increase of 5 percent in accordance with the District's most recent Proposition 218 Notice, as well as continued growth in the cities of Fairfield and Suisun City which results in increased in Sewer Capacity Charge revenue.

- **Operating Expenses** for FY 2024-25 total \$34.1 million for all funds. Increases in operating expenses are primarily related to increases in electricity, permit, and insurance costs, as well as increases in full-time staff to continue to advance District goals and priorities.
- **Debt Service & Capital Requirements** for FY 2024-25 total \$30.3 million for all funds.
 - **Debt Service** expenses remain level at \$1.1 million per year, consisting of State Revolving Fund (SRF) Loan repayments for the Ultraviolet Disinfection and Blower Projects.
 - **Major Maintenance & Capital Improvement Program (CIP)** expenses for FY 2024-25 total \$23.5 million for all funds, including increases for routine repair and replacement of the treatment and collection system as well as significant CIP projects. District staff have diligently and thoughtfully identified necessary Major Maintenance and CIP projects, which totals \$195.2 million through FY 2034-35 in the long-term forecast.
 - **City Collection System Reserve Appropriations** for FY 2024-25 total \$5.8M, as requested by the cities of Fairfield and Suisun City for completing collection system repair and rehabilitation projects in their service areas.

CONCLUSION

The Board's continued support of long-range fiscal planning has produced a stable financial structure to meet the District's current and future needs given a range of possible community growth rates. In particular, the Board's long-range planning will allow the District to proceed with \$23.5 million in needed Major Maintenance and CIP expenses in the FY 2024-25 Budget without the use of debt. However, analysis in the 10-year forecast shows that CIP expenses and needs will exceed assumptions from the 2022 Cost of Service and Rate Study. As a result, staff is exploring options for grants, loans, and bonds to fund significant and multi-generational CIP projects to avoid fluctuations in Sewer Service Charges. Prudent cost management and the District's philosophy of building up reserves are instrumental in positioning the District to invest in infrastructure and continue to provide critical services to the community.

ACKNOWLEDGMENT

We thank the Board for its guidance and continued support of developing a sustainable budget and long-term financial plan. Special appreciation is given to department managers and District staff who assisted in the preparation of this budget.

Talyon Sortor, P.E.
General Manager

James Russell-Field, CPA
Director of Administrative Services

ABOUT THE DISTRICT

The Fairfield-Suisun Sewer District (District) is a special district which serves all territory within the cities of Fairfield and Suisun City. It was formed by an act of the California State Legislature on May 5, 1951 (the “enabling act”). The enabling act defined the District’s boundaries as the boundaries of the cities. Any territory annexed to either city is also annexed to the District, and in general, no property can be served by the District if it is not in either city.

In September of 2002, the District amended its enabling act language, under AB776, to authorize the acceptance of sewage emanating from buildings that lie outside the District’s boundaries for developed parcels that were connected to the District’s sewage treatment system before March 1, 2002. The District’s change in enabling act language also allows for a contract with Solano County, or other public entities, for the disposal of sewage emanating from buildings outside the District’s service area, if the District determines that the contract furthers the protection of public health and safety and is in the best interest of the District.

In April 2019, the District amended its enabling act language, under AB530, to authorize the acceptance and disposal of sewage emanating from any building within the Middle Green Valley Specific Plan area, upon request of the landowner. Middle Green Valley is an unincorporated area in Solano County north of the City of Fairfield and outside the city’s sphere of influence. Solano County has adopted a Specific Plan for the Middle Green Valley, which calls for development of about 400 homes and associated commercial and public facilities.

The District has broad powers to finance, construct, and operate systems for the treatment, collection and disposal of sewage, stormwater, and recycled water systems within the District’s jurisdiction. Its ten-member Board of Directors consists of the members of the city councils of the two cities. The Board president is elected by the Board from among its members. The District’s day-to-day operations are managed by the General Manager, who reports directly to the Board of Directors.



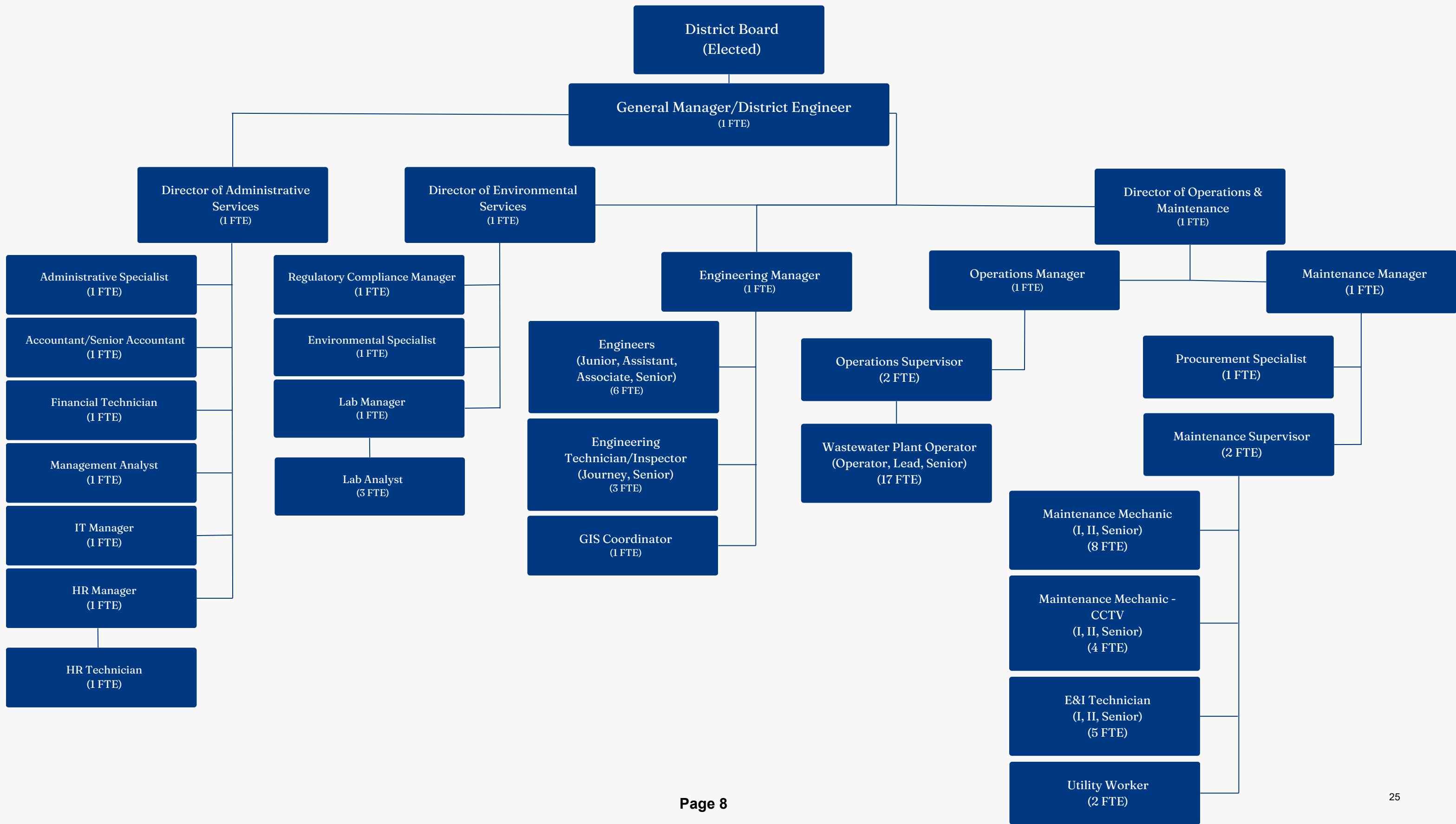
Photo taken by Andrea Solís, FSSD Community Outreach intern, and winner of the CWEA 2022-2023 photo contest.



FAIRFIELD-SUISUN SEWER DISTRICT

ORGANIZATIONAL CHART

EFFECTIVE JULY 1, 2024



ABOUT THE BUDGET

BUDGET PROCESS

January	<ul style="list-style-type: none"> • Preparation of personnel budget • Review of mid-year actuals
February	<ul style="list-style-type: none"> • Budget kickoff with Managers/Supervisors • Operating Budget meetings
March	<ul style="list-style-type: none"> • Major Maintenance and Capital Improvement Program meetings
April	<ul style="list-style-type: none"> • Draft Budget prepared and reviewed
May	<ul style="list-style-type: none"> • Final Budget presented to the Board of Directors and public
July 1st	<ul style="list-style-type: none"> • Effective date of budget
July to June	<ul style="list-style-type: none"> • Budget monitoring through monthly budget reports • Budget amendments approved as needed.

BASIS OF BUDGETING

The District’s budget is presented on a Cash basis method where revenues and expenses are projected based on when cash is received or disbursed. This differs from the Accrual basis of accounting used for the Annual Comprehensive Financial Report (ACFR), where revenues are recognized when services have been rendered or expenses have been incurred. Preparing the budget on a Cash basis presents a better estimate of reserve balances.

Significant differences between Cash basis and Accrual basis include:

Transaction	Cash Basis (Budget)	Accrual Basis (ACFR)
Principal Payments on Debt	Budgeted as an expense	Reduction of a Liability
Capital Expenditures	Budgeted as an expense	Increase of an Asset
Depreciation	Not budgeted	Expensed

FINANCIAL OVERVIEW AND FUND STRUCTURE

The District maintains six funds. The All Fund Budget Summary presents the total revenues and expenses of all funds combined as a consolidated reporting entity, which excludes interfund transfers. The Long-Term Financial Forecast schedules provide detail on the funds individually.

- The Wastewater Operations Fund is primarily funded from Sewer Service Charges and funds operating expenses, major maintenance, and Capital Improvement Program (CIP) projects.
- Related to the Operations Fund are the Collection System Repair and Rehabilitation (R&R) Reserve Funds for the cities of Fairfield and Suisun City. Each city's Collection System Reserve balance is held in a separate fund per the District's amended 1965 Agreement with the cities. The Collection System Reserves are funded from Sewer Service Charges.
- Sewer Capacity Charge Funds are funded from Sewer Capacity Charges assessed on new development. Sewer Capacity Charges are held in two separate funds. Sewer Capacity Charge revenue collected prior to July 1, 2022 is held in a fund restricted for growth-related expenditures in the District's services area. Sewer Capacity Charge revenue collected after July 1, 2022 is held in a separate fund restricted for growth or repair and rehabilitation projects identified in the Major Maintenance and CIP budget.
- The Drainage Maintenance Fund is primarily funded from a fee charged to each property in the service area to pay for expenses related to storm drain facilities.
- Related to the Drainage Maintenance Fund is the Solano Stormwater Alliance (Alliance) Fund. Per an Agreement between the District, Vallejo Flood and Wastewater District, and cities of Fairfield, Suisun City, and Vallejo, the funds related to the Alliance are required to be maintained in a separate fund. The Solano Stormwater Alliance funds programmatic regulatory compliance efforts to meet the requirements of a regional stormwater permit.

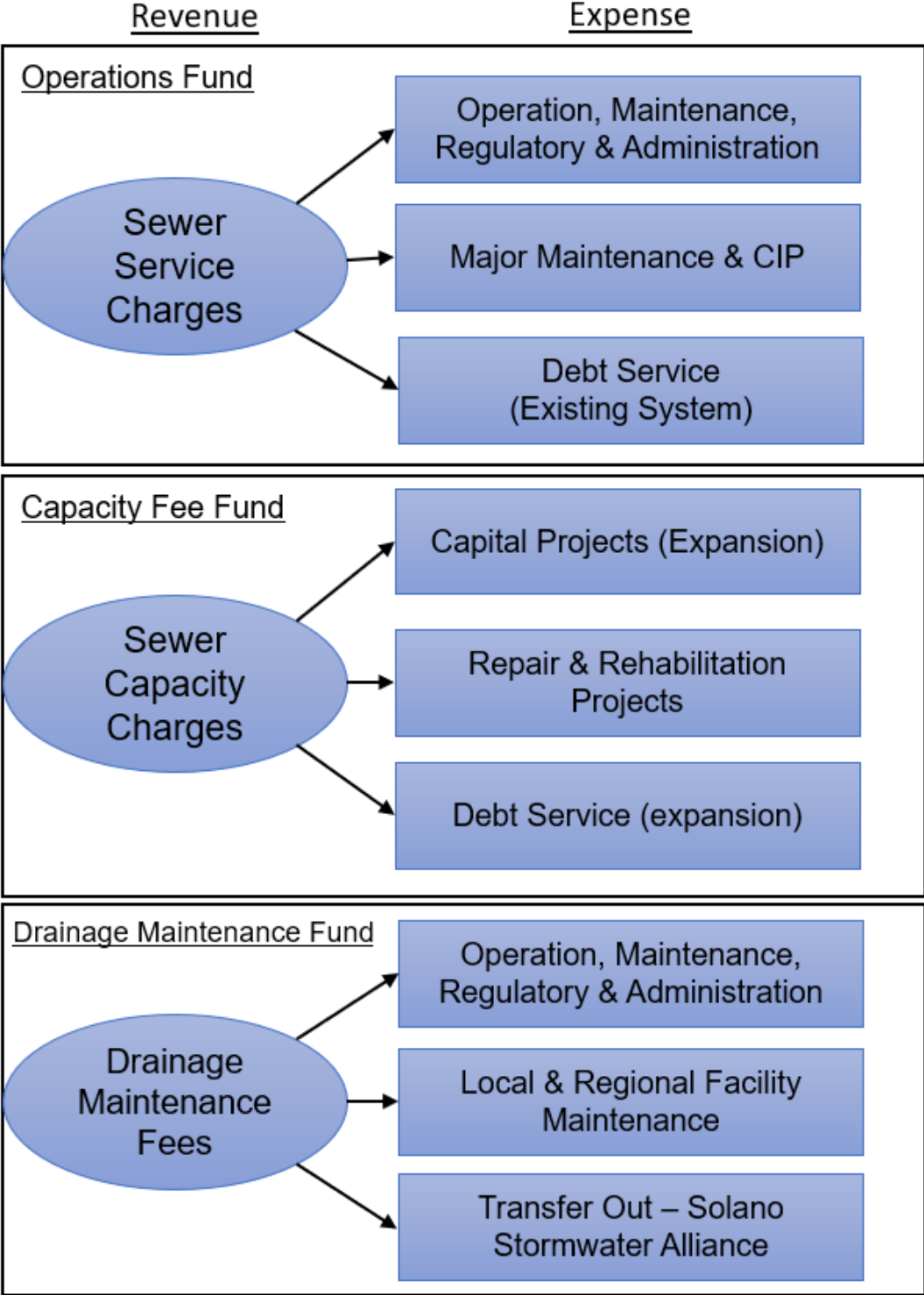
Figure 1 on the following page shows the relationship between the District's significant funds and their key revenues and expenses.

COST ALLOCATION

District staff use timesheet allocations to direct charge their time to departments and programs. Engineering staff allocate time to individual CIP projects for cost tracking.

Between funds, 15 percent of Information Technology and Safety expenses are allocated from the Operations Fund to Sewer Capacity Charge Funds to show support for the staff time charged to Sewer Capacity Charge programs. Other cost allocations are used between the Operations Fund and Sewer Capacity Charge Funds for cost-share on CIP projects.

Figure 1



BUDGET SUMMARY & ANALYSIS

PROPOSED FY 2024-25 BUDGET SUMMARY

Figures 2 and 3 provide a visual summary of FY 2024-25 Revenues and Expenses, followed by additional details on each of the components. There is no attempt to match expenses to revenues in any single year. Rather, the District relies on long-term financial planning where reserves are periodically built up to fund major projects in future years. This philosophy is instrumental in keeping customer rates from experiencing large swings year to year while still maintaining the system adequately. As part of the long-term financial planning, the District plans to draw down existing reserves over the next several fiscal years for increased capital spending. The variance between revenues of \$49.6 million in Figure 2 and expenses of \$64.4 million in Figure 3 indicates the drawdown of reserves.

Figure 2

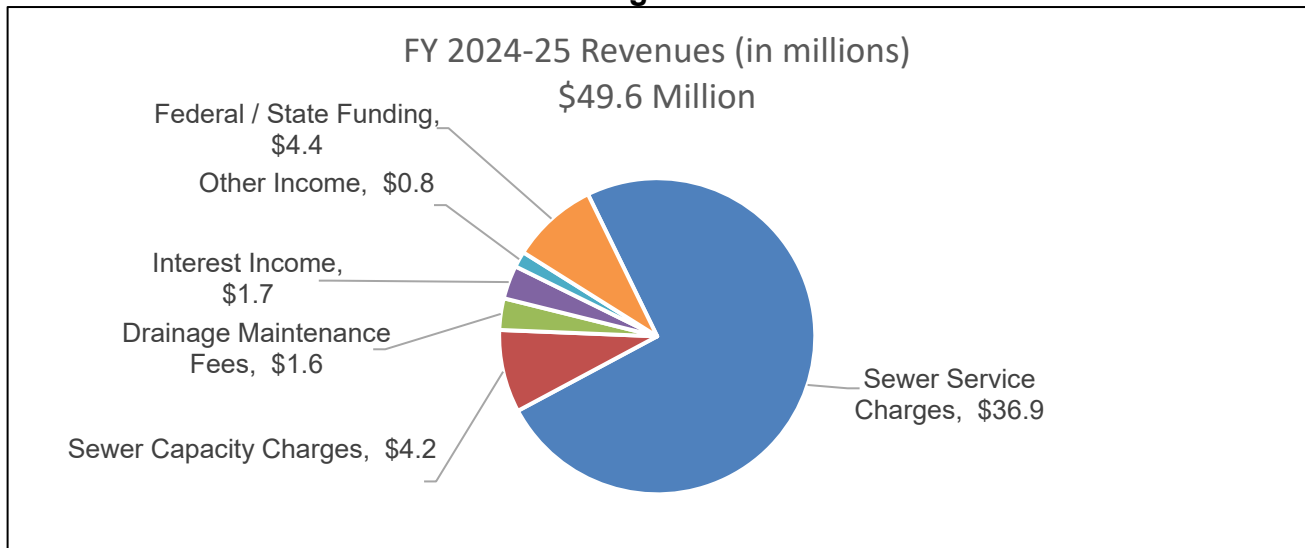
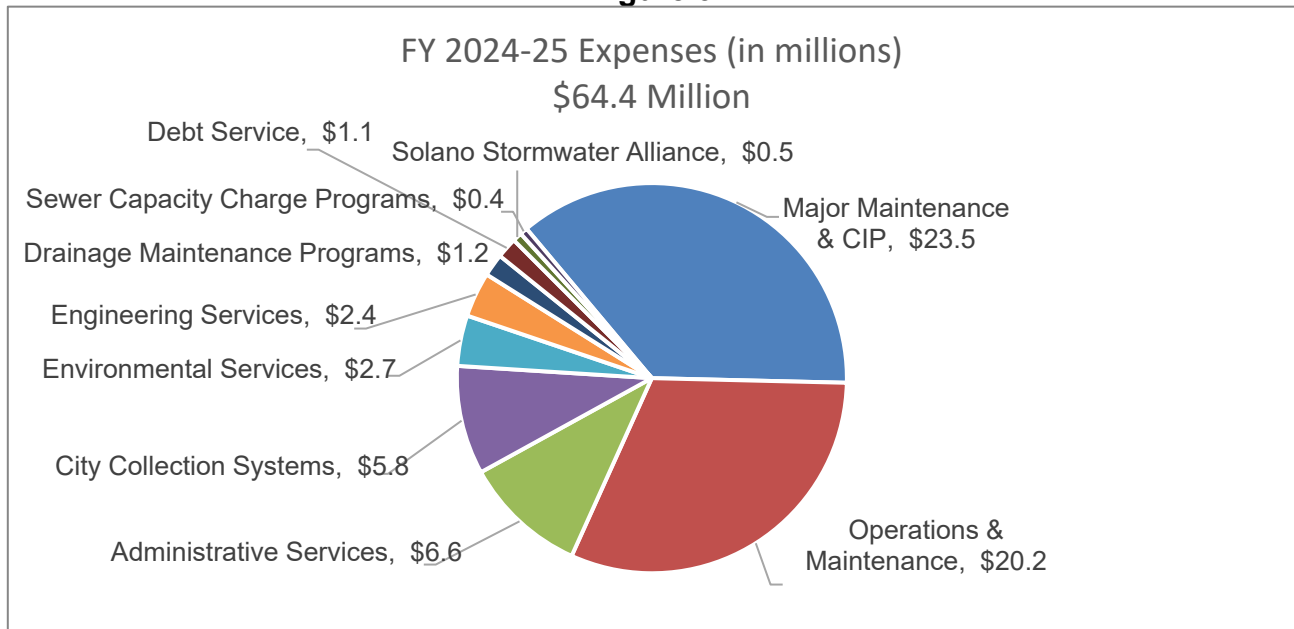


Figure 3



Revenues

	FY 2022-23	FY 2023-24	FY 2024-25
	Actual	Projected	Budget
Sewer Service Charges	31,463	35,121	36,877
Sewer Capacity Charges	2,906	4,018	4,195
Drainage Maintenance Fees	1,682	1,631	1,632
Interest Income	882	1,271	1,745
Other Income	1,017	769	714
Federal / State Funding	-	645	4,359
Revenue - Other Agencies (Alliance)	98	307	85
Total Revenues	38,049	43,762	49,606

(In Thousands)

Sewer Service Charges

The District is primarily funded by Sewer Service Charges from residential, commercial, and industrial customers. The District presented the results of the 2022 Cost of Service and Rate Study (Rate Study) to the Board in January 2022, and completed a Proposition 218 Notice to hold a public hearing for rate adoption on March 28, 2022. At that meeting, the Board adopted a five-year rate schedule that established the rates through FY 2026-27.

In accordance with Sewer Service Charge rates adopted by the Board of Directors on March 28, 2022, the FY 2024-25 Budget reflects an increase in rates of 5 percent for all customer classes. Residential customers will see an increase of \$2.36 per month in FY 2024-25 for the District to keep up with increased capital needs to reinvest in aging infrastructure. In addition to the rate increase, Sewer Service Charge revenue is projected to increase due to an estimated residential growth rate of 0.6 percent in FY 2024-25. Customer growth rates are estimated based on projected development provided from Fairfield and Suisun City as well as average utility accounts billed by the cities each month.

Sewer Capacity Charges

Sewer Capacity Charges are one-time fees charged to new connections or to existing connections where a change in use will result in increased discharge to the treatment plant facilities. Sewer Capacity Charges are designed to help recover the costs of infrastructure and assets benefiting new development. Per Ordinance 2022-02, Sewer Capacity Charges increase each July 1 based on the change in the Engineering News Records Construction Cost Index (ENR-CCI) for April. The ENR-CCI change between April 2024 and April 2023 is projected at 3.0 percent. As a result, on July 1, the Sewer Capacity Charge fee is estimated to be adjusted from \$6,979 to \$7,188.

Sewer Capacity Charge revenue is budgeted at \$4.2 million in FY 2024-25. Based on the cities' development forecasts, approximately 480 residential units and 87 commercial equivalent dwelling units are estimated to connect to the sewer system in FY 2024-25.

Drainage Maintenance Fees

On March 1, 1988, the District entered a "Drainage Maintenance Agreement" with Fairfield and Suisun City. This agreement provided a mechanism for funding the maintenance of the "Fairfield Streams" federal flood control project which serves both cities as well as local storm drainage facilities. Although the District does not own any storm drainage facilities, it is authorized by statute to provide storm drainage services. The District created a storm drainage maintenance enterprise fund and established fees for users of the system which are collected on the county tax roll each year. Revenues are shared by the cities and the District for drainage maintenance activities.

Since 1996, annual rates have remained unchanged at \$20.23 per residence. Annual drainage maintenance revenue is expected to remain flat in FY 2024-25 and is budgeted at \$1.6 million.

Interest Income

Available cash is invested with the Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP). LAIF is an investment pool created by statute as a voluntary investment alternative for local governments and special districts. CAMP is a California Joint Powers Authority, providing professional investment services to California public agencies. Both LAIF and CAMP are permitted investment for local agencies under California Government Code Section 53601.

Interest income is budgeted at \$1.7 million for FY 2024-25, a \$0.4 million increase compared to the projected actual for FY 2023-24. The increase is primarily related to the Federal Reserve rate increases. The Federal Reserve has increased the federal funds target range eleven times since March 22, 2022, moving the target range from 0.25 percent to 5.25 percent. As US Treasuries held by the District have matured, they are re-invested into US Treasuries earning higher yields. The District has also started utilizing the CAMP Pool within CAMP for daily liquidity needs, which provides a slightly higher yield than LAIF due to the Pool's shorter duration.

Federal / State Funding

The District pursues outside funding when available. Federal and State Funding is budgeted at \$4.4 million for FY 2024-25. The District was awarded \$8.6 million from the State of California for the Kellogg Resiliency Project, and an agreement was signed in November 2023 to receive the funding on a reimbursement basis through the California State Water Board. Staff is projecting to draw down \$3.6 million of the total award for the Kellogg Resiliency Project in FY 2024-25.

The District was awarded a \$300,000 grant sub-award from the Environmental Protection Agency Water Quality Improvement Fund (EPA WQIF) in FY 2023-24 for the Community Treatment Wetland conceptual plan development. The District is also anticipating receiving an EPA WQIF grant totaling \$4.0 million, which will provide the District \$2.0 million to help fund a pilot nutrient removal freshwater wetland for the District. The District is estimating Federal revenue of \$750,000 in FY 2024-25 to offset expenses for the Community Treatment Wetland conceptual plan and Freshwater Wetland CIP projects.

Other Income and Revenue from Other Agencies

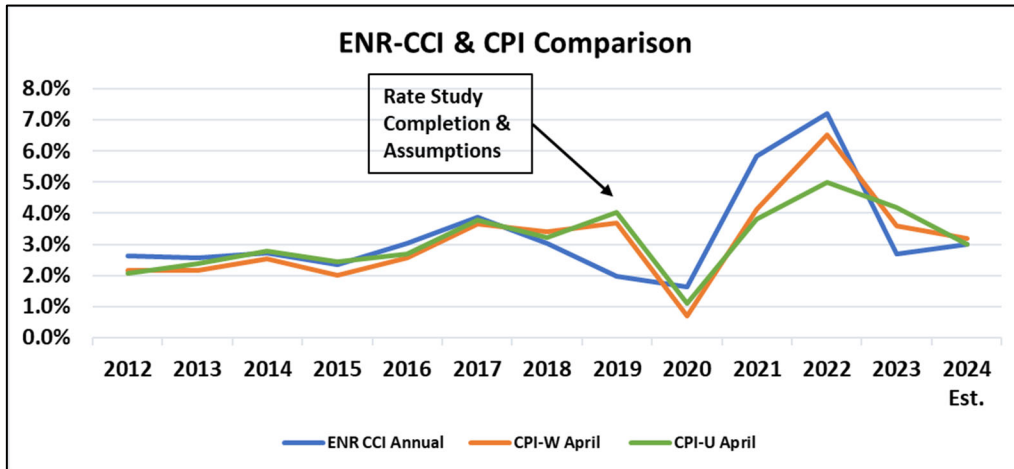
The District receives a combination of miscellaneous and/or nonrecurring revenues such as cell tower and other property leases, as well as insurance dividends. Other income includes revenue related to the District’s share in Lystek biosolids processing, which offsets the District’s biosolids processing costs. Revenue from Other Agencies represents the contributions from the City of Vallejo and Vallejo Flood and Wastewater District for the Solano Stormwater Alliance.

Expenses

Operating expenses set the Operating Reserve target, which is the minimum funding set aside per the District’s reserve policy. Increases in the operating expenses and the Operating Reserve target can impact funding available for Major Maintenance and CIP.

The Rate Study completed in January 2022 contained reasonable estimates for increases in operating expenses, including the Consumer Price Index (CPI) and inflation. Since the Rate Study results were adopted, economic uncertainty, inflation, and supply chain issues have impacted actual operating expenses compared to the Rate Study assumptions. Major Maintenance and CIP projects have also been impacted, as equipment and materials availability can cause delays and increases in total project costs compared to original estimates. Although CPI escalation appears to be cooling, the significant CPI spikes in 2021 and 2022 have strained certain operating expenses.

FIGURE 4



The table on the following page shows Rate Study assumptions for increases in key expenses, compared to the actual increase and dollar impact on the FY 2022-23 Actual, FY 2023-24 Projected Actual and FY 2024-25 Budget. Overall, actual experience with electricity, chemicals, and insurance increases have resulted in operating expenses being about \$1.5 million higher than anticipated in the Rate Study, on average.

	2022 Rate Study Assumption	FY 2022-23 % Increase	FY 2023-24 % Increase	FY 2024-25 % Increase
Electricity	4%	36%	1%	5%
Chemicals	4%	11%	13%	16%
Insurance	3%	35%	12%	18%
		FY 2022-23 Actual Impact	FY 2023-24 Actual Impact	FY 2024-25 Budget Impact
		\$811,417	\$726,226	\$784,468
<i>Actual/Budget impact are costs above the cost assumed be the 2022 Rate Study</i>		103,695	162,583	249,587
		482,727	561,875	705,118
		\$1,397,839	\$1,450,684	\$1,739,173

The results of the Rate Study were used to adopt a five-year rate schedule, setting the rates through FY 2026-27. Although inflation and economic uncertainty have resulted in significant operating expense increases, the District relies on long-term financial planning to try and avoid fluctuations in Sewer Service Charges for customers. Despite the unexpected increases in expenses, the District is not currently recommending rate increases beyond what was adopted by the Board in March 2022.

All budgeted expenses are grouped into several categories presented in the table below:

	FY 2022-23 Actual	FY 2023-24 Projected	FY 2024-25 Budget
Operations & Maintenance	16,967	17,466	20,221
Administrative Services	4,741	6,357	6,585
Environmental Services	2,112	2,312	2,745
Engineering Services	1,910	2,071	2,387
Sewer Capacity Charge Programs	527	391	446
Drainage Maintenance Programs	1,239	1,175	1,148
Solano Stormwater Alliance	143	390	529
Debt Service	1,070	1,070	1,070
Major Maintenance & CIP	11,473	18,478	23,487
City of Fairfield Collection System	500	300	4,490
City of Suisun City Collection System	685	1,270	1,270
Total Expenses	\$41,367	\$51,280	\$64,378

(In Thousands)

Key changes in significant operating expenses are as follows:

- Operations and Maintenance (O&M) expenses include treatment plant O&M, energy and chemicals, District sewer line maintenance, and City sewer line maintenance. Total O&M expenses are budgeted at \$20.2 million for FY 2024-25, an increase of \$2.7 million compared to the FY 2023-24 projected actual.

- Approximately 70 percent of District staff allocate time to O&M, which means the variance between the FY 2023-24 projected actuals and FY 2024-25 budget is impacted by staff time allocations and vacancies that can occur throughout the year. The FY 2024-25 O&M budget is anticipated to increase \$0.6 million to account for three new full-time equivalents consisting of a Director of O&M, Maintenance Mechanic, and Utility Worker.
- Included in O&M expenses, City sewer line maintenance is budgeted at \$3.4 million for FY 2024-25, an increase of \$0.6 million compared to the projected actual of \$2.8 million for FY 2023-24. The 1965 Agreement between the District and cities of Fairfield and Suisun City provides a funding mechanism for local sewer maintenance. Local sewer maintenance funding is tied to CPI and length in feet of sewers and is projected to increase 4.0 percent in FY 2024-25. Approximately \$0.2 million in District staff time is allocated for Closed Caption Television (CCTV) assistance with Suisun City sewer lines.
- Included in O&M expenses, Energy and Chemicals are expected to increase \$0.3 million in FY 2024-25. The District has seen significant increases in electricity over the last few fiscal years, primarily due to a cogen engine and wind turbines being out of service during the Bioenergy Generation Project, and a delay in a PG&E interconnect agreement. The Bioenergy Generation Project is estimated to be completed in FY 2025-26, which will reduce the District's electricity usage and cost.
- Administrative Services expenses include costs related to finance, human resources, utility billing, insurance, legal expenses, and Board members fees. Administrative Services expenses are budgeted at \$6.6 million for FY 2024-25, an increase of \$0.2 million compared to the projected actual for FY 2023-24. The increase is primarily due to a \$0.2 million increase in insurance premiums, specifically for Property and Pooled Liability premiums.
- Environmental Services expenses include regulatory costs related to the District's NPDES permit, pretreatment program, laboratory, and community outreach programs. Environmental Services expenses are budgeted at \$2.7 million in FY 2024-25, an increase of \$0.4 million compared to the projected actual for FY 2023-24. The increase is primarily due to an increase of \$0.1 million in TNI testing requirements for California-certified laboratories and permit requirements, and \$0.2 million in salaries and benefits for the addition of an Environmental Specialist.

Operating Expenses – Salaries and Benefits

Salaries and benefits are allocated across the programs in the table on page 16 based on employee functions and represent the largest component of the operating budget. By resolution, salaries are adjusted each July between 2 and 6 percent based on April CPI. Salary expenses are anticipated to increase by 4 percent based on the anticipated April 2024 CPI. Other increases are built into salary costs to account for merit adjustments and promotions throughout the fiscal year.

The District continues to face rising healthcare costs. Healthcare premiums for the Kaiser family plan increased 11 percent in 2024 and are anticipated to increase at least 5 percent in 2025. Increases in healthcare impacts District costs for active employees and retirees. To manage retiree healthcare costs, the District maintains an Other Post Employment Benefit (OPEB) trust through CalPERS and contributes at least the Actuarially Determined Contribution (ADC) each fiscal year. The FY 2024-25 budget includes an ADC of \$195,000.

The District continues to monitor and proactively address pension liabilities. CalPERS actuarial reports set the required payroll and unfunded accrued liability (UAL) payments for the fiscal year after the reports are received by public agencies. For example, the FY 2023-24 contributions were based on CalPERS June 30, 2021 actuarial report received in September 2022. Due to the District’s prior additional payments to CalPERS coupled with CalPERS’ 21.3 percent rate of return for the fiscal year ending June 30, 2021, the District’s required UAL payments for FY 2023-24 were \$0.

CalPERS’ experienced a -6.1 percent investment loss for the fiscal year ending June 30, 2022. As a result, the District’s June 30, 2022 actuarial report reflected a UAL of \$5.7 million, which is required to be repaid by the District over a 20-year period at approximately \$640,000 per year starting FY 2024-25.

The District strategically carried over \$1.0 million in one-time salary and benefit savings from the FY 2022-23 budget to the FY 2023-24 budget. Utilizing the carryover and additional FY 2023-24 one-time budget savings, the District will be able to make a \$1.5 million additional discretionary payment (ADP) to CalPERS by the end FY 2023-24. As a result, the 20-year UAL payments will decrease to \$415,000, and the District’s ratepayers will save \$3.4 million (\$1.9 million net of the ADP) that would have otherwise been paid to CalPERS in principal and interest, as shown in Figure 5. CalPERS liabilities are ongoing and require active management by District staff to keep costs to a prudent and manageable level.

Figure 5

UAL and Interest Savings				Total UAL Payments to CalPERS		
		Default Option	ADP Option	Years	Default Option	ADP Option
A	Principal (UAL)	5,695,773	5,695,773	1 - 5	2,063,538	2,060,637
(C - A) = B	Interest Cost	5,962,749	2,546,773	6 - 10	3,198,328	2,060,637
	Total	11,658,522	8,242,546	11 - 15	3,198,328	2,060,637
				16 - 20	3,198,328	2,060,637
	Interest Savings on ADP		3,415,976	C	11,658,522	8,242,546
	<i>Default Interest Cost - ADP Option Interest Cost</i>					

Major Maintenance and Capital Improvement Program

Major Maintenance and CIP expenses are budgeted at \$23.5 million in FY 2024-25 and include both routine maintenance as well as major repairs, upgrades, and replacements. The increase in the budget compared to the FY 2022-23 actual and FY 2023-24 projected actual is the result of a planned drawdown of reserves to reinvest in aging infrastructure. Major Maintenance and CIP projects are often large in scope and multi-year in nature, and budgetary estimates cross fiscal years as projects are started during the fiscal year.

The five largest Major Maintenance and CIP projects in the FY 2024-25 Budget are as follows:

Project Name	FY 2024-25 Budget	Sewer Service Funded %	Capacity Charge Funded %	State Funding %
Bioenergy Generation Project	4,000	75%	25%	-
Electrical Replacement Project Phase II	4,000	75%	25%	-
Kellogg Resiliency	3,609	-	-	100%
FSSD Collection System Repair & Rehab.	2,950	100%	-	-
Suisun Force Main Rehabilitation	2,000	100%	-	-

(In Thousands)

Several of the District’s Major Maintenance and CIP projects are to address rising operating expenses. For example, the Bioenergy Generation Project will allow the District to beneficially re-use biogas that is generated through wastewater treatment, reducing power imported from PG&E and allowing the District to export excess power to the electrical grid to offset electricity purchases at other times.

City Collection System Reserves

On April 28, 2022 the Board adopted the Seventh Amendment to the 1965 Agreement with the cities of Fairfield and Suisun City, which provided additional funding based on the results of the Collection System Asset Master Plan. Each July 1, the District funds Collection System Reserves for the cities through transfers of \$1.83 million to the City of Fairfield Collection System Reserve and \$1.77 million to the City of Suisun City Collection System Reserve. By August 1, the District will appropriate budgeted amounts requested by the cities into each City’s collection system enterprise fund. Unused reserves will be held by the District and accrue interest until “trued up” for the next fiscal year. For FY 2024-25, the cities of Fairfield and Suisun City have requested appropriations of \$4.5 million and \$1.3 million, respectively.

Debt Service

Debt Service expenses are budgeted at \$1.1 million in FY 2023-24. The remaining outstanding debt service includes two SRF Loans for the Ultraviolet Project and Blower Project. The debt service for the SRF Loan for the Blower Project is split between the Operations Fund and Sewer Capacity Charge Fund at 75 percent and 25 percent, respectively.

BUDGET AND LONG-TERM FINANCIAL PLAN SCHEDULES

FY 2024-25 All Fund Budget Summary Excludes Interfund Transfers (Dollars in 000s)

	FY 2022-23 Actual	FY 2023-24 Revised Budget	FY 2023-24 Proj. Actual	FY 2024-25 Budget
REVENUES				
Sewer Service Charges	\$31,463	\$34,146	\$35,121	\$36,877
Sewer Capacity Charges	2,906	3,583	4,018	4,195
Drainage Maintenance Fees	1,682	1,696	1,631	1,632
Interest Income	882	2,059	1,271	1,745
Other Income	1,017	700	769	714
Federal & State Grants	-	5,785	645	4,359
Loans & Bonds	-	800	-	-
Revenue from Other Agencies (Alliance)	98	307	307	85
Total Revenues	38,049	49,076	43,762	49,606
OPERATING EXPENSES				
Operations Fund				
Operations & Maintenance	(16,967)	(19,220)	(17,466)	(20,221)
Administrative Services	(4,741)	(6,811)	(6,357)	(6,585)
Environmental Services	(2,112)	(2,523)	(2,312)	(2,745)
Engineering Services	(1,910)	(2,112)	(2,071)	(2,387)
Sewer Capacity Charge Funds				
Project Administration / Planning	(378)	(235)	(149)	(159)
New Development Review & Inspection	(137)	(342)	(127)	(192)
Flow Monitoring	(12)	(115)	(115)	(95)
Drainage Maintenance				
Local Facility Maintenance	(959)	(959)	(959)	(959)
Regional Facility Maintenance	(148)	(168)	(89)	(148)
Drainage Maintenance Administration	(72)	(145)	(67)	(41)
Solano Stormwater Alliance				
Solano Stormwater Alliance	(143)	(698)	(390)	(529)
Total Operating Expenses	(27,579)	(33,328)	(30,101)	(34,060)
DEBT SERVICE & CAPITAL REQUIREMENTS				
Debt Service	(1,070)	(1,070)	(1,070)	(1,070)
Major Maintenance & Capital Improvement Program				
Operations Fund	(8,713)	(22,497)	(15,268)	(19,378)
Sewer Capacity Charge Funds	(2,271)	(2,515)	(2,500)	(275)
Drainage Maintenance	(489)	(5,528)	(770)	(3,834)
City Collection System Reserve Appropriations				
City of Fairfield	(500)	(300)	(300)	(4,490)
City of Suisun City	(685)	(1,270)	(1,270)	(1,270)
Total Debt Service & Capital Requirements	(13,728)	(33,180)	(21,178)	(30,317)
Net Increase (Decrease) in Total Reserves	(\$3,258)	(\$17,432)	(\$7,517)	(\$14,771)

FY 2024-25 Change in Reserves
(Dollars in 000s)

	Beginning Balance	Revenues / Transfers In	Expenses / Transfers Out	Ending Balance	Net Change
Operations Fund Reserves					
Operating	\$7,416	\$38,563	(\$37,995)	\$7,984	\$568
Debt Service	1,070	-	-	1,070	-
Major Maintenance & Capital Improvement Program	20,419	4,220	(19,378)	5,261	(15,158)
Total Operations Fund	28,905	42,783	(57,373)	14,316	(14,590)
Sewer Capacity Charge Fund Reserves	14,342	4,800	(2,804)	16,338	1,996
Drainage Maintenance Fund Reserves					
Operating	500	1,718	(1,718)	500	-
Desilting	486	30	-	516	30
Major Maintenance	1,426	4,012	(3,834)	1,604	178
Total Drainage Maintenance Fund	2,412	5,760	(5,552)	2,620	208
Solano Stormwater Alliance Fund Reserve	469	238	(529)	179	(290)
City Collection System Reserve Funds					
City of Fairfield Collection System R&R	2,927	1,839	(4,490)	276	(2,651)
City of Suisun City R&R	1,629	1,826	(1,270)	2,186	556
Total City Collection System Reserve Funds	4,556	3,666	(5,760)	2,462	(2,094)
Total Increase (Decrease) in Reserves	\$50,685	\$57,247	(\$72,018)	\$35,914	(\$14,771)

Schedule 1 – Wastewater Operations Fund – Operating Expense Forecast
(Dollars in 000s)

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
REVENUES													
Sewer Service Charges	\$31,463	\$35,121	\$36,877	\$38,610	\$40,464	\$43,822	\$47,459	\$51,399	\$55,665	\$60,285	\$63,781	\$67,481	Rate / Growth
Interest Income - F1	601	800	987	573	534	486	491	462	505	556	784	959	Interest
Biosolids Host & Facility Charge	517	502	502	517	533	549	565	582	599	617	636	655	CPI
Other Income	498	255	197	203	209	216	222	229	235	243	250	257	CPI
Total Revenues	33,078	36,678	38,563	39,903	41,740	45,073	48,737	52,671	57,004	61,701	65,451	69,352	
EXPENSES													
Operations & Maintenance													
Operations & Maintenance	(9,951)	(10,448)	(12,472)	(12,846)	(13,232)	(13,628)	(14,037)	(14,458)	(14,892)	(15,339)	(15,799)	(16,273)	CPI
Energy & Chemicals	(3,507)	(3,584)	(3,837)	(4,029)	(3,231)	(3,392)	(3,562)	(3,740)	(3,927)	(4,123)	(4,329)	(4,546)	E & C
District Sewer Line Maintenance	(836)	(605)	(560)	(577)	(594)	(612)	(631)	(649)	(669)	(689)	(710)	(731)	CPI
City Sewer Line Maintenance	(2,673)	(2,829)	(3,351)	(3,452)	(3,556)	(3,662)	(3,772)	(3,885)	(4,002)	(4,122)	(4,245)	(4,373)	CPI
Administrative Services													
Administration, Legal, Board	(2,970)	(4,384)	(4,342)	(3,973)	(4,092)	(4,215)	(4,341)	(4,471)	(4,606)	(4,744)	(4,886)	(5,033)	CPI
Finance & Human Resources	(1,033)	(1,201)	(1,436)	(1,479)	(1,523)	(1,569)	(1,616)	(1,664)	(1,714)	(1,766)	(1,819)	(1,873)	CPI
Utility Billing Fees - Fairfield	(579)	(609)	(637)	(656)	(676)	(696)	(717)	(739)	(761)	(784)	(807)	(831)	CPI
Utility Billing Fees - Suisun City	(159)	(163)	(170)	(175)	(180)	(185)	(191)	(197)	(203)	(209)	(215)	(221)	CPI
Environmental Services													
Regulatory Programs	(1,305)	(1,504)	(1,644)	(1,694)	(1,744)	(1,797)	(1,851)	(1,906)	(1,963)	(2,022)	(2,083)	(2,145)	CPI
Laboratory	(807)	(808)	(1,101)	(1,134)	(1,168)	(1,203)	(1,239)	(1,276)	(1,314)	(1,354)	(1,394)	(1,436)	CPI
Engineering Services													
Engineering	(1,910)	(2,071)	(2,387)	(2,458)	(2,532)	(2,608)	(2,686)	(2,767)	(2,850)	(2,936)	(3,024)	(3,114)	CPI
Total Expenses	(25,729)	(28,206)	(31,938)	(32,473)	(32,527)	(33,568)	(34,643)	(35,753)	(36,901)	(38,086)	(39,311)	(40,577)	
Net Revenue before Debt & Transfers	7,349	8,472	6,625	7,431	9,213	11,505	14,095	16,918	20,104	23,615	26,140	28,775	
DEBT SERVICE AND TRANSFERS OUT													
Debt Service Payments - SRF	(987)	(987)	(987)	(987)	(987)	(987)	(987)	(987)	(987)	(250)	(250)	(250)	Debt Schedule
Debt Service Payments - Loans / Bonds	-	-	-	-	-	(2,000)	(2,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	Estimate
Net Increase (Decrease) in Net Position	6,362	7,485	5,639	6,444	8,226	8,518	11,108	12,931	16,117	20,365	22,890	25,525	
TRANSFERS TO DISTRICT-HELD RESERVES													
Carryover - CalPERS Pension Liabilities	(1,000)	-	-	-	-	-	-	-	-	-	-	-	
Transfer-Fairfield Collection System Reserve	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	Master Plan
Transfer-Suisun City Collection System Reserve	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	(1,770)	Master Plan
Transfer to Debt Service Reserve	-	-	-	-	-	(2,000)	-	(1,000)	-	737	-	-	
Transfer to Operating Reserve	(991)	(758)	(568)	(134)	(14)	(260)	(269)	(278)	(287)	(296)	(306)	(316)	
Transfer to Major Maintenance & CIP Reserve	(771)	(3,127)	(1,470)	(2,710)	(4,612)	(2,658)	(7,239)	(8,053)	(12,230)	(17,205)	(18,984)	(21,608)	
Excess Net Position	-	-	-	-	-	-	-	-	-	-	-	-	
Operations Fund - Operating & Debt Service Reserves													
<i>Target Operating Reserve</i>	<i>6,658</i>	<i>7,416</i>	<i>7,984</i>	<i>8,118</i>	<i>8,132</i>	<i>8,392</i>	<i>8,661</i>	<i>8,938</i>	<i>9,225</i>	<i>9,522</i>	<i>9,828</i>	<i>10,144</i>	
Budgeted Operating Reserve, Beginning	5,667	6,658	7,416	7,984	8,118	8,132	8,392	8,661	8,938	9,225	9,522	9,828	
Transfer to/(from) Operating Reserve	991	758	568	134	14	260	269	278	287	296	306	316	
Budgeted Operating Reserve, Ending	6,658	7,416	7,984	8,118	8,132	8,392	8,661	8,938	9,225	9,522	9,828	10,144	
<i>Operating reserve Target Met?</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	
<i>Target Debt Service Reserve</i>	<i>1,070</i>	<i>1,070</i>	<i>1,070</i>	<i>1,070</i>	<i>1,070</i>	<i>3,070</i>	<i>3,070</i>	<i>4,070</i>	<i>4,070</i>	<i>3,333</i>	<i>3,333</i>	<i>3,333</i>	
Debt Service Reserve, Beginning	1,070	1,070	1,070	1,070	1,070	1,070	3,070	3,070	4,070	4,070	3,333	3,333	
Transfer to/(from) Debt Service Reserve	-	-	-	-	-	2,000	-	1,000	-	(737)	-	-	
Debt Service Reserve, Ending	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$3,070	\$3,070	\$4,070	\$4,070	\$3,333	\$3,333	\$3,333	

Schedule 2 – Wastewater Operations Fund - Major Maintenance & Capital Improvement Program Forecast
(Dollars in 000s)

Sewer Service Charge Funded %	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FORECAST TOTAL
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
FUNDING SOURCES													
Federal & State Grants	\$0	\$100	\$750	\$500	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
Loans & Bonds	-	-	-	10,000	20,350	8,000	8,000	-	-	-	-	-	46,350
Inflation Reduction Act Credits for Bioenergy Generation Project	-	-	-	-	3,849	-	-	-	-	-	-	-	3,849
Transfers In - Sewer Capacity Charges Cost Share	741	1,615	2,000	1,238	150	-	-	-	-	-	-	-	3,388
Transfers In - Sewer Capacity Charges Repair & Rehab Projects	-	-	-	12,000	7,500	3,500	2,000	1,500	-	-	-	-	26,500
Use of Reserves	7,972	13,553	16,628	3,811	5,816	4,808	4,384	7,886	10,813	9,184	13,459	16,390	93,179
Total Financing Sources	8,713	15,268	19,378	27,548	38,665	16,308	14,384	9,386	10,813	9,184	13,459	16,390	175,515
MAJOR MAINTENANCE & CAPITAL IMPROVEMENT PROGRAM													
Suisun Force Main Rehabilitation	(268)	(799)	(2,000)	(10,000)	(19,000)	-	-	-	-	-	-	-	(31,000)
Collection System Rehabilitation Project	-	(460)	(2,950)	(2,106)	(4,912)	(4,168)	(2,235)	(3,805)	(3,377)	(1,952)	(2,030)	(2,111)	(29,646)
#9 - Community Treatment Wetland	-	(25)	(250)	-	-	-	-	-	-	-	-	-	(250)
A/B Train Aeration Basin Anoxic Zones - Phase 1	-	(247)	(1,200)	(3,600)	(6,500)	-	-	-	-	-	-	-	(11,300)
A/B Train Aeration Basin Anoxic Zones - Phase 2	-	-	-	-	-	-	-	-	-	-	(750)	(7,500)	(8,250)
Electrical Replacement Project - 12kV Distribution	-	-	-	-	(500)	(5,000)	(5,000)	-	-	-	-	-	(10,500)
Electrical Replacement Project - Phase II	(398)	(1,518)	(4,000)	(3,000)	(500)	-	-	-	-	-	-	-	(7,500)
Electrical Replacement Project - Phase III	-	-	-	-	(350)	(2,500)	(3,000)	-	-	-	-	-	(5,850)
Bioenergy Generation Project	(2,389)	(4,942)	(4,000)	(1,500)	-	-	-	-	-	-	-	-	(5,500)
Roof Rehabilitation	-	-	(400)	(1,000)	(1,000)	-	-	-	-	-	-	-	(2,400)
#7 - Freshwater Wetlands	-	(75)	(500)	(500)	(1,000)	-	-	-	-	-	-	-	(2,000)
Pavement Rehabilitation	-	-	(300)	-	-	(300)	-	-	(500)	-	-	(500)	(1,600)
Recycled Water Master Plan	-	-	-	-	(200)	-	-	-	-	-	-	-	(200)
Cathodic Protection Rehabilitation	-	-	(50)	(150)	(50)	(150)	(60)	(150)	(60)	(150)	(60)	(150)	(1,030)
Major Maintenance Project FY 2021-22	(271)	(3,032)	-	-	-	-	-	-	-	-	-	-	-
HVAC Upgrades	(1,792)	-	-	-	-	-	-	-	-	-	-	-	-
Other CIP	(1,571)	(2,038)	(1,390)	(2,268)	(2,410)	(2,630)	(3,170)	(4,350)	(5,650)	(6,150)	(9,150)	(5,400)	(42,568)
Major Maintenance - Treatment and Conveyance	(1,610)	(1,762)	(2,048)	(2,849)	(1,933)	(1,368)	(779)	(981)	(1,026)	(832)	(1,369)	(629)	(13,814)
Major Maintenance - Vehicles and Equipment	(415)	(370)	(290)	(575)	(310)	(192)	(140)	(100)	(200)	(100)	(100)	(100)	(2,107)
Total Major Maintenance & Capital Improvement Program	(8,713)	(15,268)	(19,378)	(27,548)	(38,665)	(16,308)	(14,384)	(9,386)	(10,813)	(9,184)	(13,459)	(16,390)	(175,515)
Operations Fund - Major Maintenance & CIP Reserve													
Major Maintenance & CIP Reserve, Beginning	38,046	30,845	20,419	5,261	4,161	2,957	807	3,662	3,830	5,247	13,268	18,793	
Transfer from Operations Fund to Reserve	771	3,127	1,470	2,710	4,612	2,658	7,239	8,053	12,230	17,205	18,984	21,608	
Use of Reserves	(7,972)	(13,553)	(16,628)	(3,811)	(5,816)	(4,808)	(4,384)	(7,886)	(10,813)	(9,184)	(13,459)	(16,390)	
Major Maint. & CIP Reserve, Ending	30,845	20,419	5,261	4,161	2,957	807	3,662	3,830	5,247	13,268	18,793	24,011	
Sewer Capacity Charge Reserves	14,571	14,342	16,338	5,657	248	163	1,184	2,629	4,612	286	1,878	3,567	
Total Reserves Available for Major Maintenance & CIP	\$45,415	\$34,762	\$21,599	\$9,818	\$3,206	\$970	\$4,847	\$6,459	\$9,859	\$13,554	\$20,671	\$27,578	
<i>Target Major Maintenance & CIP Reserve</i>	\$23,566	\$20,439	\$18,582	\$17,018	\$13,371	\$11,715	\$12,045	\$13,646	\$14,287	\$15,011	\$14,925	\$16,390	
<i>Major Maint. & CIP Reserve Target Met?</i>	Yes	Yes	Yes	No	No	No	No	No	No	No	Yes	Yes	

Schedule 3 – Sewer Capacity Charge Fund - Operating Expense Forecast
(Dollars in 000s)

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
REVENUES													
Sewer Capacity Charges - City of Fairfield	\$2,755	\$3,139	\$4,088	\$3,635	\$4,957	\$3,857	\$3,479	\$3,584	\$3,691	\$2,034	\$2,095	\$2,157	EDU
Sewer Capacity Charges - City of Suisun City	152	879	107	111	114	118	121	125	129	133	137	141	EDU
Interest Income - F2 / F3	208	331	590	654	226	10	7	36	79	138	9	56	Interest
Miscellaneous Income	3	12	15	-	-	-	-	-	-	-	-	-	
Total Revenues	3,117	4,361	4,800	4,400	5,297	3,985	3,607	3,745	3,899	2,305	2,241	2,354	
EXPENSES													
Project Administration / Planning	(378)	(149)	(159)	(164)	(168)	(174)	(179)	(184)	(190)	(195)	(201)	(207)	CPI
New Development Review & Inspection	(137)	(127)	(192)	(198)	(204)	(210)	(216)	(223)	(229)	(236)	(243)	(251)	CPI
Flow Monitoring	(12)	(115)	(95)	(98)	(101)	(104)	(107)	(110)	(113)	(117)	(120)	(124)	CPI
Total Expenses	(527)	(391)	(446)	(459)	(473)	(487)	(502)	(517)	(532)	(548)	(565)	(582)	
Net Revenue before Debt & Transfers	2,590	3,970	4,354	3,940	4,824	3,498	3,105	3,228	3,366	1,757	1,676	1,773	
DEBT SERVICE AND TRANSFERS OUT													
Debt Service Payments - SRF F2	(83)	(83)	(83)	(83)	(83)	(83)	(83)	(83)	(83)	(83)	(83)	(83)	Schedule
Net Increase (Decrease) in Net Position	2,507	3,887	4,271	3,857	4,741	3,414	3,021	3,144	3,283	1,674	1,592	1,689	
TRANSFERS TO DISTRICT-HELD RESERVES													
Transfer-Sewer Capacity Charge Reserves	(2,507)	(3,887)	(4,271)	(3,857)	(4,741)	(3,414)	(3,021)	(3,144)	(3,283)	(1,674)	(1,592)	(1,689)	
Excess Net Position	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Schedule 4 – Sewer Capacity Charge Fund - Capital Improvement Program Forecast
(Dollars in 000s)

	Sewer Capacity Charge Funded %	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FORECAST TOTAL
		Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
FINANCING SOURCES														
Use of Reserves		\$3,012	\$4,115	\$2,275	\$14,538	\$10,150	\$3,500	\$2,000	\$1,700	\$1,300	\$6,000	\$0	\$0	\$41,463
Total Financing Sources		3,012	4,115	2,275	14,538	10,150	3,500	2,000	1,700	1,300	6,000	-	-	41,463
CAPITAL IMPROVEMENT PROGRAM														
Peabody/Walters Relief Sewer - Phase 1b	100%	(2,271)	-	-	-	-	-	-	-	-	-	-	-	-
Northeast Fairfield Pump Station	100%	-	(2,500)	-	-	-	-	-	-	-	-	-	-	-
Collection System Master Plan	100%	-	-	-	(300)	-	-	-	-	(500)	-	-	-	(800)
Cordelia Pump Station Expansion	100%	-	-	(200)	(500)	(1,000)	-	-	-	-	-	-	-	(1,700)
Lopes Lift Station/ Force Main Capacity Improvements	100%	-	-	(75)	(500)	(1,500)	-	-	-	-	-	-	-	(2,075)
Peabody/Walters Relief Sewer - Phase 2	100%	-	-	-	-	-	-	-	(200)	(800)	(6,000)	-	-	(7,000)
Transfer to Operations Fund - CIP Cost Share		(741)	(1,615)	(2,000)	(1,238)	(150)	-	-	-	-	-	-	-	(3,388)
Transfer to Operations Fund - R&R Projects		-	-	-	(12,000)	(7,500)	(3,500)	(2,000)	(1,500)	-	-	-	-	(26,500)
Total Capital Improvement Program		(3,012)	(4,115)	(2,275)	(14,538)	(10,150)	(3,500)	(2,000)	(1,700)	(1,300)	(6,000)	-	-	(41,463)
Sewer Capacity Charge Reserves														
Sewer Capacity Charge Reserves, Beginning		15,076	14,571	14,342	16,338	5,657	248	163	1,184	2,629	4,612	286	1,878	
Transfer from Sewer Capacity Charge to Reserves		2,507	3,887	4,271	3,857	4,741	3,414	3,021	3,144	3,283	1,674	1,592	1,689	
Use of Reserves		(3,012)	(4,115)	(2,275)	(14,538)	(10,150)	(3,500)	(2,000)	(1,700)	(1,300)	(6,000)	-	-	
Sewer Capacity Charge Reserves, Ending		\$14,571	\$14,342	\$16,338	\$5,657	\$248	\$163	\$1,184	\$2,629	\$4,612	\$286	\$1,878	\$3,567	

Schedule 5 – Drainage Maintenance Fund – Operating Expense Forecast
(Dollars in 000s)

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
REVENUES													
Drainage Maintenance Fees	\$1,682	\$1,631	\$1,632	\$1,633	\$1,634	\$1,634	\$1,635	\$1,636	\$1,637	\$1,638	\$1,639	\$1,639	DM Interest
Interest Income - F4	40	50	86	90	93	97	101	104	107	110	113	117	
Total Revenues	1,723	1,681	1,718	1,722	1,727	1,731	1,736	1,740	1,744	1,748	1,752	1,756	
EXPENSES													
Local Facility Maintenance	(959)	(959)	(959)	(959)	(959)	(959)	(959)	(959)	(959)	(959)	(959)	(959)	FLAT CPI CPI
Regional Facility Maintenance	(148)	(89)	(148)	(152)	(157)	(161)	(166)	(171)	(176)	(181)	(187)	(192)	
Drainage Maintenance Administration	(72)	(67)	(41)	(42)	(44)	(45)	(46)	(48)	(49)	(51)	(52)	(54)	
Total Expenses	(1,179)	(1,115)	(1,148)	(1,153)	(1,159)	(1,165)	(1,171)	(1,178)	(1,184)	(1,191)	(1,198)	(1,205)	
Net Revenue before Debt & Transfers	544	566	570	569	568	566	565	562	559	557	554	551	
DEBT SERVICE AND TRANSFERS OUT													
Transfer Out - Solano Stormwater Alliance	(124)	(391)	(138)	(280)	(280)	(280)	(280)	(280)	(280)	(280)	(280)	(280)	44% Alliance
Net Increase (Decrease) in Net Position	419	175	433	289	288	286	285	282	279	277	274	271	
TRANSFERS TO DISTRICT-HELD RESERVES													
Transfer to Desilting Reserve	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	
Transfer to Operations Reserve	-	-	-	-	-	-	-	-	-	-	-	-	
Transfer to Major Maintenance Reserve	(389)	(145)	(403)	(259)	(258)	(256)	(255)	(252)	(249)	(247)	(244)	(241)	
Excess Net Position	-	-	-	-	-	-	-	-	-	-	-	-	
Drainage Maintenance - Operating & Desilting Reserves													
Minimum Operations Reserve Requirement	136	133	115	115	116	117	117	118	118	119	120	121	
Budgeted Operating Reserve, Beginning	1,000	500	500	500	500	500	500	500	500	500	500	500	
Transfer to/(from) Operating Reserve	(500)	-	-	-	-	-	-	-	-	-	-	-	
Budgeted Operating Reserve, Ending	500	500	500	500	500	500	500	500	500	500	500	500	
<i>Operating reserve Target Met?</i>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Desilting Reserve, Beginning	426	456	486	516	546	576	606	636	666	696	726	756	
Transfer to/(from) Desilting Reserve	30	30	30	30	30	30	30	30	30	30	30	30	
Desilting Reserve, Ending	\$456	\$486	\$516	\$546	\$576	\$606	\$636	\$666	\$696	\$726	\$756	\$786	

Schedule 6 – Drainage Maintenance Fund – Major Maintenance and Capital Improvement Program Forecast
(Dollars in 000s)

	Drainage Maint. Funded %	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FORECAST
		Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
FINANCING SOURCES														
Federal / State Grants - F4		-	\$545	\$3,609	\$2,500	-	-	-	-	-	-	-	-	\$6,109
Use of Reserves		489	225	225	1,130	270	280	25	-	-	-	40	-	1,970
Total Financing Sources		489	770	3,834	3,630	270	280	25	-	-	-	40	-	8,079
MAJOR MAINTENANCE & CAPITAL IMPROVEMENT PROGRAM														
Kellogg Resiliency	Grants	(130)	(545)	(3,609)	(2,500)	-	-	-	-	-	-	-	-	(6,109)
Air Base & State Street Flood Station	100%	(359)	(165)	-	-	-	-	-	-	-	-	-	-	-
Chipman Flood Station Rehabilitation	100%	-	-	-	-	(200)	(200)	-	-	-	-	-	-	(400)
Maint St. Flood Station Rehabilitation	100%	-	-	(200)	(300)	-	-	-	-	-	-	-	-	(500)
Regional Facility Major Maintenance Projects	100%	-	(60)	(25)	(80)	(70)	(80)	(25)	-	-	-	(40)	-	(320)
Storm Drain Master Plan	100%	-	-	-	(750)	-	-	-	-	-	-	-	-	(750)
Total Expenses		(489)	(770)	(3,834)	(3,630)	(270)	(280)	(25)	-	-	-	(40)	-	(8,079)
Drainage Maintenance - Major Maintenance Reserve														
Minimum Major Maintenance Reserve Requirement		421	408	408	408	408	409	409	409	409	409	410	410	
Drainage Maintenance Major Maint. Reserves, Beginning		1,106	1,506	1,426	1,604	733	721	697	926	1,178	1,428	1,674	1,878	
Transfer from Drainage Maintenance to Reserve		889	145	403	259	258	256	255	252	249	247	244	241	
Use of Reserves		(489)	(225)	(225)	(1,130)	(270)	(280)	(25)	-	-	-	(40)	-	
Drainage Maintenance Reserves, Ending		\$1,506	\$1,426	\$1,604	\$733	\$721	\$697	\$926	\$1,178	\$1,428	\$1,674	\$1,878	\$2,119	
Minimum Major Maintenance Reserve Requirement Met?		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Schedule 7 – Solano Stormwater Alliance - Operating Expense Forecast
(Dollars in 000s)

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption	
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast		
REVENUES														
Revenue from Other Agencies	\$98	\$307	\$85	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	44% Exp Interest 56% Exp
Interest Income - F5	2	10	16	17	18	19	20	21	22	23	24	25		
Transfers In - from Drainage Maintenance	124	391	138	280	280	280	280	280	280	280	280	280		
Total Revenues	224	709	238	517	518	519	520	521	522	523	524	525		
EXPENSES														
Solano Stormwater Alliance	(143)	(390)	(529)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	FLAT
Total Expenses	(143)	(390)	(529)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	
Net Revenue before Debt & Transfers	81	319	(290)	17	18	19	20	21	22	23	24	25		
DEBT SERVICE AND TRANSFERS OUT														
Not Applicable	-	-	-	-	-	-	-	-	-	-	-	-	-	
Net Increase (Decrease) in Net Position	81	319	(290)	17	18	19	20	21	22	23	24	25		
TRANSFERS TO DISTRICT-HELD RESERVES														
Transfer to Solano Stormwater Alliance Reserve	(81)	(319)	290	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)		
Excess Net Position	-	-	-	-	-	-	-	-	-	-	-	-		
Solano Stormwater Alliance Reserves														
Solano Stormwater Alliance Reserve, Beginning	69	150	469	179	196	214	233	253	274	296	319	343		
Transfer to/(from) Reserve	81	319	(290)	17	18	19	20	21	22	23	24	25		
Solano Stormwater Alliance Reserve, Ending	\$150	\$469	\$179	\$196	\$214	\$233	\$253	\$274	\$296	\$319	\$343	\$368		

Schedule 8 – City Collection System Repair & Rehabilitation Forecast
(Dollars in 000s)

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
City of Fairfield Collection System R&R Reserve													
REVENUES													
Interest Income - F6	\$17	\$50	\$9	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	Interest Master Plan
Transfers from Sewer Service Charges - F6	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	Interest Master Plan
Total Revenues	1,847	1,880	1,839	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	Interest Master Plan
EXPENSES													
Appropriation to City of Fairfield	(500)	(300)	(4,490)	(500)	(3,160)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	City Request
Total Expenses	(500)	(300)	(4,490)	(500)	(3,160)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	City Request
Net Revenue before Debt & Transfers	1,347	1,580	(2,651)	1,340	(1,320)	10	10	10	10	10	10	10	City Request
TRANSFERS TO DISTRICT-HELD RESERVES													
Transfer to Collection System Reserve	(1,347)	(1,580)	2,651	(1,340)	1,320	(10)	(10)	(10)	(10)	(10)	(10)	(10)	City Request
Excess Net Position	-	-	-	-	-	-	-	-	-	-	-	-	City Request
City of Fairfield - Collection System Repair & Rehabilitation Reserve													
Beginning Balance, City of Fairfield R&R Reserve	-	1,347	2,927	276	1,616	296	306	316	326	336	346	356	
Transfer to/(from) Reserve	1,347	1,580	(2,651)	1,340	(1,320)	10	10	10	10	10	10	10	
Ending Balance, City of Fairfield R&R Reserve	\$1,347	\$2,927	\$276	\$1,616	\$296	\$306	\$316	\$326	\$336	\$346	\$356	\$366	
City of Suisun City Collection System R&R Reserve													
REVENUES													
Interest Income - F7	\$14	\$30	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	Interest Master Plan
Transfers from Sewer Service Charges - F7	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	Interest Master Plan
Total Revenues	1,784	1,800	1,826	1,826	1,826	1,826	1,826	1,826	1,826	1,826	1,826	1,826	Interest Master Plan
EXPENSES													
Appropriation to City of Suisun City	(685)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	City Request
Total Expenses	(685)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	(1,270)	City Request
Net Revenue before Debt & Transfers	1,099	530	556	556	556	556	556	556	556	556	556	556	City Request
TRANSFERS TO DISTRICT-HELD RESERVES													
Transfer to Collection System Reserve	(1,099)	(530)	(556)	(556)	(556)	(556)	(556)	(556)	(556)	(556)	(556)	(556)	City Request
Excess Net Position	-	-	-	-	-	-	-	-	-	-	-	-	City Request
City of Suisun City - Collection System Repair & Rehabilitation Reserve													
Beginning Balance, City of Suisun City R&R Reserve	-	1,099	1,629	2,186	2,742	3,298	3,854	4,410	4,966	5,522	6,078	6,634	
Transfer to/(from) Reserve	1,099	530	556	556	556	556	556	556	556	556	556	556	
Ending Balance, City of Suisun City R&R Reserve	\$1,099	\$1,629	\$2,186	\$2,742	\$3,298	\$3,854	\$4,410	\$4,966	\$5,522	\$6,078	\$6,634	\$7,190	

Schedule 9 – Forecast Assumptions

	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	Forecast Assumption
	Actual	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
REVENUES													
Sewer Service Charge Rate Revenue Increase	5.0%	5.0%	5.0%	4.0%	4.0%	7.5%	7.5%	7.5%	7.5%	7.5%	5.0%	5.0%	Rate
Customer Growth	1.0%	0.7%	0.6%	0.7%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	Growth
Interest Earnings Rate	2.0%	3.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%	Interest
Engineering News Record Construction Cost Index	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	ENR-CCI
Drainage Maintenance Fees	-3.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	DM
EXPENSES													
Consumer Price Index (CPI)	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	CPI
Energy & Chemicals	36.0%	2.0%	7.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	E&C
Engineering News Record Construction Cost Index	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	ENR-CCI
DEBT SERVICE													
Debt Service Coverage Ratio (1.15 minimum)	9.29	8.37	11.63	10.26	10.63	13.12	4.89	5.60	4.95	5.77	7.61	8.35	
EQUIVALENT DWELLING UNITS (EDU)													
New Residential Units - Fairfield	286	685	465	463	571	465	400	400	400	200	200	200	
New Residential Units - Suisun City	8	143	15	15	15	15	15	15	15	15	15	15	
Total New Residential Units	294	828	480	478	586	480	415	415	415	215	215	215	City Projection
New Commerical EDUs	43	78	87	28	79	26	30	30	30	30	30	30	City Projection
Total EDUs in District (year-end)	47,496	48,402	48,969	49,475	50,140	50,646	51,091	51,536	51,981	52,226	52,471	52,716	
SEWER SERVICE CHARGE													
Residential (per month)	\$45.02	\$47.27	\$49.63	\$51.62	\$53.68	\$57.71	\$62.04	\$66.69	\$71.69	\$77.07	\$82.85	\$89.06	Rate
Commercial - Regular Strength (per HCF)	\$3.60	\$3.78	\$3.97	\$4.13	\$4.30	\$4.62	\$4.97	\$5.34	\$5.74	\$6.17	\$6.63	\$7.13	Rate
Commercial - High Strength (per HCF)	\$6.23	\$6.54	\$6.87	\$7.14	\$7.43	\$7.99	\$8.59	\$9.23	\$9.92	\$10.66	\$11.46	\$12.32	Rate
Case-by-Case	Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable	
Travis Air Force Base (volumetric)	\$2.90	\$3.05	\$3.20	\$3.33	\$3.46	\$3.72	\$4.00	\$4.30	\$4.62	\$4.97	\$5.34	\$5.74	Rate
SEWER CAPACITY CHARGE													
Sewer Capacity Charge per EDU	\$6,883	\$6,979	\$7,188	\$7,404	\$7,626	\$7,855	\$8,091	\$8,334	\$8,584	\$8,842	\$9,107	\$9,380	ENR-CCI

LONG-TERM FINANCIAL PLAN & RESERVES ANALYSIS

The Long-Term Financial Plan projects revenues and expenses for District funds. Each schedule presents the FY 2022-23 Actual, FY 2023-24 Projected Actual, FY 2024-25 Budget, and forecasted revenues and expenses through FY 2033-34. The bottom section of each schedule contains applicable reserve targets and balances.

Staff spends significant time developing forecast assumptions for the budget year. In the out years of the forecast, staff bases assumptions on historical averages and readily available present-day information to provide the most accurate depiction of future financial conditions, without over-speculating on economic conditions.

Specific assumptions and challenges of each forecast are noted below.

Schedule 1 – Wastewater Operations Fund - Operating Expense Forecast

- The Operations Fund pays for all treatment plant and sewer system operating expenses, including collection, treatment, maintenance, major repairs, upgrades to facilities and eventual replacement, billing, regulatory activities, and administration. It primarily receives revenue from Sewer Service Charges and related interest income. The Operations Fund receives no property tax revenues.
- The target Operating Reserve is 25 percent, or three months, of Total Operating Expenses, and is intended to fund operational expenses in case of emergencies.
- Net revenue (revenues less expenses) is allocated to debt service payments and the operating reserve target before funding the Fairfield and Suisun City Collection System Reserves. Remaining funds are transferred to the Major Maintenance and CIP Reserve.
- Contributions to the Fairfield and Suisun City Collection System Reserves were determined by the results of the Collection System Asset Management Plan and subsequent Seventh Amendment to the 1965 Agreement, adopted by the Board on April 25, 2022.
- The forecast assumes the next five year Cost of Service and Rate Study will include Sewer Service Charge increases of 7.5 percent for five years in the next Proposition 218 Notice (FY 2027-28 through FY 2031-32). This is primarily to bring the Major Maintenance and CIP reserve back to the Financial Reserve Policy's target level as presented in Schedule 2.

Schedule 2 – Wastewater Operations Fund - Major Maintenance & Capital Improvement Program Forecast

- Total Major Maintenance and CIP needs in the forecast total \$175.5 million through FY 2033-34. This requires \$93.2 million in Operations Fund Major Maintenance & CIP reserves, as well as a mix of Federal and State Grants, Bonds and Loans, Inflation Reduction Act Credits, and transfers in from Sewer Capacity Charges.

- The District's long-term financial planning for Major Maintenance and CIP expenses helps assist the District with the strategy to fund projects with cash ("pay as you go") instead of debt as much as possible. However, due to the cost of the Suisun Force Main Reliability project, Electrical Replacement Project Phase II, and Electrical Replacement Project 12kV Distribution, the District is assuming that external funding will be secured. The District will look to low-interest options first, including Clean Water State Revolving Fund or Water Infrastructure Financing and Innovation Act loans.
- Accumulating a sufficient Major Maintenance and CIP Reserve is critical for funding major repairs of the treatment plant facilities, upgrades to infrastructure to meet regulatory requirements, the eventual treatment plant replacement, and emergency response.
- Due to increases in operating expenses, which decreases net revenue available for Major Maintenance and CIP reserves, the District is forecasting to drop below the target Major Maintenance and CIP reserve between FY 2025-26 and FY 2031-32. However, the forecasted rate revenue increase to 7.5 percent between FY 2027-28 and FY 2031-32 is projected to bring the District back to the target reserve level starting FY 2032-33 and through the remainder of the forecast.
- Major Maintenance and Sewer Capacity Charge project expenses are estimates that are re-evaluated each budget cycle. Because the projects are multi-year, significant planning is required to estimate timing of necessary financial resources. Due to variables with identifying individual projects, the outyears of the forecast partially rely on historical averages.

Schedule 3 – Sewer Capacity Charge Fund - Operating Expense Forecast

- Sewer Capacity Charge Funds receive revenues from Sewer Capacity Charges and related interest income and pay for development related programs, debt service, and CIP or repair and rehabilitation projects.
- Sewer Capacity Charge revenues are based on growth forecasts for Fairfield and Suisun City. The cities are projecting approximately 567 new residential and commercial connections to the sewer system in FY 2024-25.
- After Sewer Capacity Charge programs and debt service expenses are paid, the remaining net revenue is transferred to Sewer Capacity Charge reserves.

Schedule 4 – Sewer Capacity Charge Fund - Capital Improvement Program Forecast

- Total Sewer Capacity Charge CIP needs in the forecast are \$41.5 million through FY 2033-34. The largest projects funded 100 percent from Sewer Capacity Charges are \$7.0 million for Peabody/Walters Relief Sewer Phase 2 and \$2.1 million for Lopes Lift Station/Force Main Capacity Improvements.
- The most recent Rate Study changed the methodology used to calculate Sewer Capacity Charges. As a result, beginning on July 1, 2022, Capacity Charge revenue

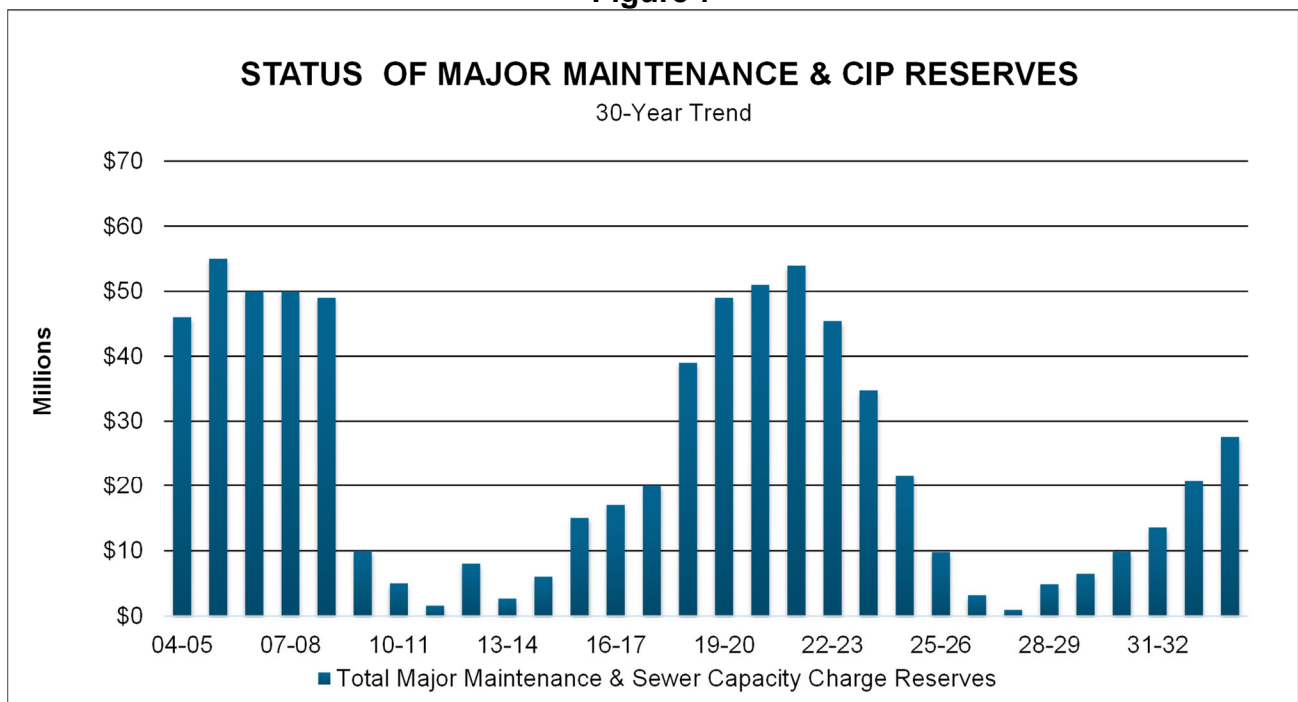
will be available to fund repair and rehabilitation projects identified in the Major Maintenance and CIP Budget.

- The forecast includes transfers to the Operations Fund for CIP cost share and repair and rehabilitation projects totaling \$3.4 million and \$26.5 million, respectively.

Schedules 1 through 4 - Overall Status of Major Maintenance & CIP Reserves

- Figure 7 shows the “life cycle” of the Sewer Capacity Charge and Major Maintenance Reserves. Significant balances are periodically built up, then subsequently drawn down to pay for sewer and treatment plant expansion projects.
- The Major Maintenance and CIP reserve allows funding for future replacement and rehabilitation projects that have not yet been specifically scoped and planned.
- The District’s reserve policy sets the Major Maintenance and CIP reserve target as the five-year rolling average of estimated Major Maintenance and CIP expenditures, less external funding sources. The reserve target ties the necessary reserves to estimated expenditures to help mitigate rate impacts. For purposes of calculating the target reserve, the total Capacity and Major Maintenance reserves are combined, and the target is the five-year rolling average of both Operations funded and Sewer Capacity Charge funded Major Maintenance and CIP project expenses.
- The current reserve forecast is heavily dependent on the projected growth rate for residential and commercial additions in each city. Figure 7 shows the forecasted reserves at the end of FY 2033-34 based on the current growth forecast. Reserves are thoroughly reviewed each year as changes in the anticipated and actual growth rate can have significant impacts to planned spending for Major Maintenance & CIP projects.

Figure 7



Schedule 5 – Drainage Maintenance Fund – Operating Expense Forecast

- Drainage Maintenance rates remain unchanged. The forecast accounts for 0.1% growth in Drainage Maintenance fees received to account for new parcels in each city's boundary.
- The District's Financial Reserve Policy sets a Minimum Operating Reserve of 10 percent of Drainage Maintenance Fees as well as transferring \$30,000 per year into a Desilting Reserve for the City of Suisun City. Any remaining net revenue is transferred to the Drainage Maintenance Fund's Major Maintenance reserve.

Schedule 6 – Drainage Maintenance Fund – Major Maintenance and Capital Improvement Program Forecast

- Total Drainage Maintenance Fund Major Maintenance and CIP needs in the forecast are \$8.1 million through FY 2033-34. The largest project is the Kellogg Resiliency Project, which is funded by the State.
- In the spring of 2024, District and City staff agreed that the District would fund a Storm Drain Master Plan from District Major Maintenance reserves. The Storm Drain Master Plan will identify storm drain assets in the service area and provide an itemized list of critical assets to repair and replace. Significant Major Maintenance projects are not included in the out years of the forecast but will be included once identified by the Master Plan.
- The ending Major Maintenance Reserve for Drainage Maintenance is \$2.1 million by FY 2033-34. However, this does not factor any significant Major Maintenance projects beyond FY 2027-28. \$2.1 million will not be sufficient to fund projects that will be identified in the Storm Drain Master Plan, which are anticipated to be in the tens of millions. Once a project list is identified, District and City staff will need to create a plan to increase Drainage Maintenance reserves or seek alternative funding sources.

Schedule 7 – Solano Stormwater Alliance - Operating Expense Forecast

- The Solano Stormwater Alliance (Alliance) is funded by the cities of Fairfield, Suisun City, and Vallejo, as well as the Vallejo Flood and Wastewater District (VFWD). Each agency pays into the Alliance based on their relative population. The Cities of Fairfield and Suisun City pay 44 percent of Alliance expenses, which are transferred from District-held Drainage Maintenance funds. The City of Vallejo and VFWD pay 56 percent of Alliance expenses, which is shown in the forecast as "Revenue from Other Agencies."
- Alliance operating expenses are forecasted flat due to the unknowns associated with the fourth reissuance of the Municipal Regional Stormwater Permit requirements when the current permit expires on June 30, 2027.

Schedule 8 – City Collection System Repair & Rehabilitation Forecast

- The District holds a Collection System Repair & Rehabilitation (R&R) reserve for each City in accordance with the Seventh Amendment to the 1965 Agreement. Each July 1, the District funds Collection System Reserves for the cities through transfers of \$1.83 million to the City of Fairfield Collection System Reserve and \$1.77 million to the City of Suisun City Collection System Reserve.
- By August 1, the District will appropriate budgeted amounts requested by the cities into each City’s collection system enterprise fund. Unused reserves will be held by the District and accrue interest until “trued up” for the next fiscal year.
- For FY 2024-25, the cities of Fairfield and Suisun City have requested appropriations of \$4.5 million and \$1.3 million, respectively.

DEPARTMENTAL INFORMATION

POSITION SUMMARY

	FY 2022-23	FY 2023-24	FY 2024-25	Change from Prior Year
Operations & Maintenance				
Director of Operations & Maintenance	0	0	1	1
Maintenance Manager	1	1	1	0
Maintenance Supervisor	2	2	2	0
Operations Manager	1	1	1	0
Operations Supervisor	2	2	2	0
Procurement Specialist	1	1	1	0
Maintenance Mechanic (I, II, Senior)	9	7	8	1
Maintenance Mechanic - CCTV (I, II, Senior)	4	4	4	0
E&I Technician (I, II, Senior)	5	5	5	0
Utility Worker	1	1	2	1
Wastewater Plant Operator (Operator, Lead, Senior)	16	17	17	0
	42	41	44	3
Department of Administrative Services				
General Manager	1	1	1	0
Director of Administrative Services	1	1	1	0
IT Manager	1	1	1	0
HR Manager	1	1	1	0
Accountant/Senior Accountant	1	1	1	0
Administrative Specialist	1	1	1	0
Finance Technician	1	1	1	0
HR Technician	1	1	1	0
Management Analyst	0	0	1	1
	8	8	9	1
Department of Environmental Services				
Director of Environmental Services	1	1	1	0
Regulatory & Compliance Manager	1	1	1	0
Laboratory Manager	1	1	1	0
Lab Analyst	2	3	3	0
Environmental Specialist	0	0	1	1
	5	6	7	1
Engineering				
Assistant General Manager / District Engineer	1	1	0	-1
Engineering Manager	1	1	1	0
Engineers (Junior, Assistant, Associate, Senior)	5	5	6	1
Engineering Technician/Inspector (Senior)	3	3	3	0
GIS Coordinator	1	1	1	0
	11	11	11	0
Total Full Time Equivalents	66	66	71	5

OPERATIONS & MAINTENANCE

The Operations & Maintenance Department ensures the District meets full regulatory compliance and has an optimized wastewater collection, treatment, and disposal process.

- **Operations** - Responsible for inspecting, troubleshooting, and maintaining the District's wastewater pump stations and treatment plant, including biological nutrient removal, anaerobic digestion, and ultraviolet disinfection processes.
- **Maintenance** - Responsible for installation, inspection, repair, replacement, and maintenance of the District's wastewater collection, treatment, and disposal facilities. Maintenance consists of teams of Mechanics, Electrical and Instrumentation Technicians, and plant landscape maintenance, as well as a crew handling CCTV sewer inspection.
- **Local Sewer Collection** represents payments which are made to the Cities of Fairfield and Suisun City for operations and maintenance of sewers 10" and less based on the 1965 Agreement between the District and Cities.
- **City Sewer Line Maintenance** represents time spent by the District's CCTV team to inspect City of Suisun City sewer lines. In 2022, the City of Fairfield took over responsibility for inspecting their own sewer lines.

DEPARTMENT OF ADMINISTRATIVE SERVICES

The Department of Administrative Services consists of:

- **Finance** - Responsible for the full scope of financial activities, including accounts payable, accounts receivable, contracting, production of the Annual Comprehensive Financial Report, Budget & Long-Term Forecast, and other required financial reports.
- **Human Resources** - Responsible for classification and compensation, recruitment, benefits administration, payroll, risk management, and employee relations.
- **Information Technology** - Responsible for all systems, hardware/software assets, cybersecurity initiatives, and management of an outsourced IT vendor.
- **Office Support** - Responsible for customer services, the records management program, communications with the Board, and agenda preparation.

DEPARTMENT OF ENVIRONMENTAL SERVICES

The Department of Environmental Services consists of:

- **Regulatory Programs** - The District is highly regulated by numerous state and federal agencies, and regulatory compliance is an essential component of the District's operations. Air quality is regulated by the Bay Area Air Quality Management District and the California Air Resources Board. Quality of both wastewater and stormwater is regulated by the Regional Water Quality Control Board, and biosolids are regulated by the U.S. Environmental Protection Agency. Production of recycled water is regulated by the State Water Resources Control Board. Because the District discharges into the environmentally sensitive Suisun Marsh, District discharges must meet extremely stringent water quality requirements. The District's diligent industrial pretreatment and pollution-prevention practices help to fulfill those obligations.
- **Laboratory** –The District's lab is accredited by the State of California and responsible for all effluent sampling and compliance with federal, state, and local regulations. Laboratory staff must follow detailed testing and reporting requirements to ensure compliance.

- **Safety** - Responsible for administration, planning, and training related to health and safety laws, rules, and regulations, as well as maintaining and encouraging the District's culture of safety.
- **Community Outreach** - Responsible for implementation and administration of programs to connect the District with the community, including school tours, publication materials, advertising, and community events including Earth Day and Coast and Creek Cleanup Day.

ENGINEERING

The Engineering Department is responsible for management and implementation of the Capital Improvement Program including project feasibility studies, pre-design, design, and construction management, as well as development review, construction inspections, the Collection System Asset Master Plan, and Geographic Information Systems.

OTHER PROGRAMS

District staff are generally budgeted under the Operations Fund, and allocate their time via timesheet to other programs:

Sewer Capacity Charge Funded Programs

- **Capacity Fees Projects** includes Engineering staff time spent managing Sewer Capacity Charge funded projects.
- **New Development Review/Inspection** includes staff time to review and inspect new development throughout the service area.

Drainage Maintenance Funded Programs

- **Local Facility Maintenance** represents payments made to the cities of Fairfield and Suisun City for maintenance of local stormwater facilities, as required per the Drainage Maintenance Agreement between the District and cities of Fairfield and Suisun City.
- **Regional Facility Maintenance** includes staff time spent operating and maintaining stormwater pump stations.
- **Administration** primarily includes Finance staff time spent billing Drainage Maintenance Fees on the Solano County Property Tax roll, as well as billing fees charged by Solano County.

Solano Stormwater Alliance

Beginning in FY 2022-23, the Solano Stormwater Alliance (Alliance) was established by Memorandum of Agreement between VFWD and the Cities of Fairfield, Suisun City, and Vallejo to coordinate compliance with the Regional Water Quality Control Board's Municipal Regional Stormwater Permit (MRP). This replaced the previous District-coordinated Urban Management Runoff Program.

The Alliance represents effective and efficient collaboration between the District, VFWD, and the cities of Fairfield, Suisun City, and Vallejo to manage required regulatory stormwater programs while providing other mutual benefits including monitoring, public education, and staff training. The District serves as the Alliance Fiscal Agent and Manager, responsible for administrative and technical coordination consistent with the MRP requirements.

POLICIES

The District has established financial policies, principles, and practices that help the District meet long-term financial goals.

Below is a summary of financial policies formally adopted by the District:

- Investment Policy (2130) – This policy provides guidelines to the officers of the District charged with the responsibility for the deposit of District funds, and for investment of surplus monies not required for immediate necessities of the District.
- Purchasing Policy (2135) – This policy provides guidelines to staff of the District regarding procurement and contracting. Specifically, Resolution 2008-20 designated the General Manager as the District's Purchasing Agent and specified authorities and duties for the General Manager. Purchasing Policy 2135 is an internal policy detailing how the General Manager delegates their authority to staff for specified procurement transactions.
- Capitalization Policy (2145) – This policy provides guidelines to staff regarding the capitalization of assets for financial reporting under Governmental Accounts Standards Board accounting standards, including thresholds for capitalization and definition of eligible costs.
- Financial Reserves Policy (2150) – This policy established, reaffirmed, or consolidated reserve targets for the Wastewater Operations Fund, Sewer Capacity Charge Funds, Drainage Maintenance Fund, and City Collection System Rehabilitation and Replacement Reserves.
- Board Health Reimbursement (4050) – This policy provides guidelines to members of the District's Board of Directors on eligibility for the District's Board Health Reimbursement Plan, including reimbursable expenses. The policy also includes administrative processes for District staff including due dates for reimbursements and escalation of the Plan cap.
- Director Travel and Expenses (4090) – This policy provides guidelines to members of the District's Board of Directors regarding reimbursement of eligible expenses and compensation while attending regular meetings of the California Associate of Sanitation Agencies (CASA).

DEBT SERVICE

The District currently has two outstanding Clean Water State Revolving Fund (SRF) Loans. Per SRF requirements, the District maintains a Debt Reserve equal to one full year of debt service payments and ensures a Debt Service Coverage Ratio above 1.15.

Ultraviolet Disinfection Project

On January 20, 2010, the District entered into a loan agreement with the California State Water Resources Control Board (SWRCB) under the SRF loan program for the financing of the Ultraviolet Disinfection Project. The District was approved for a loan amount of up to \$11,100,000, with an interest rate at 2.9%, payable over 20 years. Principal and interest payments are due semi-annually on May 1 and November 1. Payment on this loan started in May 2012.

Future debt service payments on the SRF loan related to the Ultraviolet Disinfection Project through the end of FY 2023-24 through maturity are as follows:

Year Ending June 30	Principal	Interest	Total
2024	\$ 589,650	\$ 147,388	\$ 737,038
2025	606,874	130,164	737,038
2026	624,601	112,437	737,038
2027	642,846	94,192	737,038
2028	661,623	75,415	737,038
2029-31	2,103,100	108,013	2,211,113
	\$ 5,228,694	\$ 667,609	\$ 5,896,303

Blower Replacement Project

On February 12, 2018, the District entered into a loan agreement with the California State Water Resources Control Board (SWRCB) under the SRF loan program for the financing of the Blower Replacement Project. The District was approved for the total project cost of \$11,608,547; however, only utilized \$9,541,456. Out of the total loan amount, \$4,000,000 was declared a grant under the Environmental Protection Agency’s Green Project Reserve program and was eligible for loan forgiveness. The principal amount due for repayment to the SWRCB under this agreement is \$4,839,992, with an interest rate of 1.8% payable over 20 years. Payment on this loan started October 2020.

Future debt service payments on the SRF loan related to the Blower Project through the end of FY 2023-24 to maturity are as follows:

<u>Year Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 245,899	\$ 87,120	\$ 333,019
2025	250,325	82,694	333,019
2026	254,831	78,188	333,019
2027	259,418	73,601	333,019
2028	264,087	68,931	333,018
2029 - 33	1,393,474	271,619	1,665,093
2034 - 38	1,523,483	141,609	1,665,092
2039 - 40	648,475	17,561	666,036
	<u>\$ 4,839,992</u>	<u>\$ 821,323</u>	<u>\$ 5,661,315</u>

PERFORMANCE DATA AND STATISTICAL INFORMATION

Key operating metrics for the District are included for review in the monthly Executive Committee meeting, which consists of four members from the Board of Directors:

Operating Metrics Summary	2021	2022	2023
Average plant flow (million gallons per day)	13.26	12.93	16.57
Completed work orders	13,865	13,395	13,445
Corrective work orders	7%	6%	7%
Preventative work orders	93%	94%	93%
Renewable energy produced (kwh)*	1,028,167	3,647,772	1,359,579
Sewer lines inspected by CCTV (miles)	65.1	36.5	25.8
City of Fairfield lines**	55.8	15.4	0
City of Suisun City lines	0	0	2.2
FSSD lines	9.3	21.1	23.6
Permit excursions & sewer system overflows (Cat 1-3)	0	0	0

*Interruptions to solar (2021) and cogen/wind (2023) caused atypical production in this time frame.

**Effective July 1, 2022, one CCTV truck and responsibility for Fairfield's sewer inspections were turned over to the City of Fairfield as part of the 7th Amendment to the 1965 Agreement.

Several comparable agencies in the Bay area provide wastewater treatment and conveyance. Although there are similar statistics, each agency has a different organizational structure. For example, Fairfield-Suisun Sewer District (FSSD) serves the cities of Fairfield and Suisun City. FSSD Sewer Service Charges consider the operation and maintenance costs for approximately 327 miles of City-owned and maintained sewers. FSSD collects all the revenue and pays the City monthly for their operation and maintenance of local sewers. Similarly, Delta Diablo's "miles of sewer" total does not include 430 miles of city-owned, operated, and maintained collection systems for their service area.

Statistics & Agency Comparisons	Fairfield-Suisun Sewer District	Delta Diablo	Napa Sanitation	Vallejo Flood & Wastewater District
Population	147,997	218,281	138,000	121,658
Full-time employees	66	73	53	96
Area served (square miles)	45	54	20	36
Number of treatment plants	1	1	1	1
Number of pump stations	13	5	3	30
Permitted dry weather capacity (MGD)	23.70	19.50	15.40	15.50
Average dry weather flow (MGD)	12.71	13.30	9.00	7.49
Miles of sewer	85	75.5	270	407

Sources:

Annual Comprehensive Financial Reports

VFWD Average dry weather flows provided by their Regulatory staff

GLOSSARY

1965 Agreement – A formal agreement between the Fairfield-Suisun Sewer District and cities of Fairfield and Suisun City which governs ownership, maintenance, and funding responsibilities for collection system assets in the District’s service area.

Accrual Basis of Accounting – The basis of accounting for the Annual Comprehensive Financial Report as required by the Governmental Accounting Standards Board. Accrual basis accounting recognizes revenues when services have been rendered or expenses have been incurred.

Appropriation – Legal authorization to make expenditures and to incur obligations for specific purposes.

Balanced Budget – Because the District is dependent on long-term financial planning, no attempt is made to balance revenues and expenses in any one year. To the District, a balanced budget means reserve targets are achieved over the long-term financial forecast.

Budget – The District’s budget runs from July 1 to June 30.

California Water Environment Association (CWEA) – A professional organization for wastewater professionals.

Capital Expenditures – Non-operating expenses for the District. Capital expenditures are significant expenses captured in the Major Maintenance and CIP budget and forecast schedules.

Cash Basis – The basis used to prepare the District’s budget, which projects revenues and expenses based on when cash is received or disbursed and provides a better estimate of reserves.

Closed Caption Television (CCTV) – Using remote controlled camera transporters to inspect, assess, and survey pipelines.

Consumer Price Index (CPI) – A price index used to measure the average change in prices of goods and services purchased by households over time. It serves as a key indicator of inflation and is used to gauge changes in the cost of living for consumers.

Cost of Service and Rate Study – A report created by a third party at least every five years to develop a multi-year financial plan, review the cost of District services, review rate structures, and propose a rate program.

Debt Service – The payment of principal and interest on long term debt or loans.

Fiscal Year (FY) – A 12-month period (July 1 – June 30) to which the Budget applies and at the end of which the District reviews its financial position and result of operations.

Fund – A mechanism to track financial activity used for accounting and budget reports.

National Pollution Discharge Elimination System (NPDES) – The District’s most important permit. The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States.

Net Position – The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources. For budgeting, net position is meant to represent the amount of cash reserves available to commit to current and future expenses.

Operating Expense – Expenses related to the organization’s primary activities, other than debt service and Major Maintenance & CIP. For example, salaries, benefits, professional services, and supplies are all examples of Operating Expenses.

Reserve – An amount of net position designated for a specific purpose. For example, the Operating Reserve designates 25 percent of the District’s net position to be set aside for operating expenses.

State Revolving Fund (SRF) Loan – Low-cost financing offered through the State Water Resources Control Board.

RESOLUTIONS

FAIRFIELD-SUISUN SEWER DISTRICT RESOLUTION NO. 2024-XX

A RESOLUTION AFFIRMING STORM DRAIN MAINTENANCE SERVICE CHARGES CONTINUE UNCHANGED

WHEREAS, the Fairfield-Suisun Sewer District duly adopted Ordinance 88-2 on February 22, 1988, imposing storm drain maintenance charges for the maintenance and servicing by the District of storm water collection outfall and disposal systems, effective July 1, 1988; and

WHEREAS, the Fairfield-Suisun Sewer District duly adopted Ordinance 96-2 on June 24, 1996, which amended Ordinance 88-2 to increase the storm drain maintenance charges effective July 1, 1996; and

WHEREAS, this Resolution supersedes Resolution 2023-09 adopted by the Fairfield-Suisun Sewer District on May 22, 2023.

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

1. The District affirms that the storm drain maintenance charges adopted June 24, 1996 continue unchanged and such charges are assigned to lots or parcels of land as follows:

	CATEGORY	RATE
A.	Residential: Single-family to Four-plex	\$20.23 per lot or parcel
B.	Multiple Family and Institutional	\$250.51 per acre
C.	Commercial and Industrial	\$313.14 per acre
D.	Undeveloped	\$1.06 per acre or portion thereof

2. The storm drain maintenance charges are not new or increased charges.
3. The District identifies the individual lots or parcels of land in each of the above categories by Assessor code. The current list of Assessor codes in each category is set forth in Exhibit A, attached to and incorporated into this Resolution. The District may update Exhibit A from time to time as the Solano County Assessor modifies or issues new codes.
4. The General Manager is authorized and directed to take all steps necessary and proper to implement this Resolution including without limitation updating Exhibit A.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSENT: Directors _____

President

ATTEST: _____

District Clerk

EXHIBIT A

**STORM DRAIN MAINTENANCE SERVICE CHARGES
Solano County Assessor Use Codes per Category**

The Assessor codes included in each category or parcel of land for the purposes of determining the applicable storm drain maintenance charge are as follows:

CATEGORY	RATE
Residential: Single-family to Four-plex (Improved property in County Assessor Codes 1000, 1011, 1012, 1013, 1014, 1019, 1020, 1200, 1191, 1192, 1500, 2100, 2190 – 4 units or less)	\$20.23 per lot or parcel
Multiple Family and Institutional (Improved property in County Assessor Codes 2100 and 2190 – greater than 4 units, 2149, 2150, 2160, 2700, 2701 8100, 8200, 8300, 8500, 8700)	\$250.51 per acre
Commercial and Industrial (Improved property in County Assessor codes 3100, 3200, 3300 3400, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3585, 3590, 3800, 4400, 4442, 4443, 4444, 4449)	\$313.14 per acre
Undeveloped (Unimproved property greater than 0.1 acres in all above County Assessor Code Categories, plus all property in County Assessor Codes 1100, 1113, 1116, 1117, 1118, 2000, 3000, 4000, 5000, 5051, 5052, 5053, 5054, 5059, 6100, 6400, 6462, 6463, 6464, 8400, 9000, 9100, 9500, 9600, 9700 and 9999)	\$1.06 per acre or portion thereof

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2024-XX

A RESOLUTION APPROVING REVISED FISCAL YEAR 2023-24 REVENUE AND EXPENSE PROJECTIONS AND ADOPTING THE FISCAL YEAR 2024-25 BUDGET AND LONG-TERM FINANCIAL PLAN

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT:

1. The District hereby adopts the estimated revenues, expenses and transfers for all funds and reserves for Fiscal Year 2023-24, which are attached hereto and made a part thereof.
2. The District hereby adopts the Proposed Budget for Fiscal Year 2024-25 and Long-Term Financial Plan, attached hereto and made a part hereof, as an operating guideline for the scheduling and financing of future capital projects and debt issuance, provided that all projects and debts are subject to subsequent Board approval.
3. The General Manager, or their designee, is hereby authorized to make administrative adjustments to the adopted budget.
4. The General Manager is hereby authorized and directed to allocate net operations revenue to the District’s reserves in accordance with the District’s reserve policy.
5. 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.
6. The District finds that the activities authorized herein are statutorily or categorically exempt under one or more of the following CEQA Guidelines: 15378 (The activity is not a “project” as defined in Section 15378); 15061(b)(3) (It can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment); 15378(b)(4) (Government fiscal activities which do not involve any commitment to any specific project); 15262 (Feasibility and Planning Studies); and 15306 (Information Collection). Staff is hereby authorized to file a Notice of Exemption under CEQA Guidelines 15062.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: James Russell-Field, Director of Administrative Services

SUBJECT: Board Compensation Review

Recommendation: Executive Committee to discuss Director Compensation for FY 2024-25.

Background and Discussion: The Director Compensation policy was initially set by the District's Enabling Act and subsequently modified by State law in 1985 and 2001. The policy has been modified several times with the current guidance found in Ordinance 2016-02, which was adopted on January 25, 2016. Ordinance 2016-02 states:

"Unless the Board of Directors determines prior to July 1 of any year, that such increase shall be deferred, the compensation for Board of Directors shall, as of the first day of the first pay period following July 1, 2016, and each July 1 thereafter, be increased a percentage equal to the percent increase in the Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) for the San Francisco-Oakland Metropolitan Area for the twelve months ending April of each year provided; however, that the percentage change in salary schedules shall not be less than 0% nor more than 5%."

At the May 10, 2023 Executive Committee meeting, the Executive Committee opted to allow the current rate of \$172.99 per service day to take effect in accordance with the ordinance. The CPI-W change for 2024 will be released on May 15, 2024. If the CPI-W reaches the maximum of 5%, the Board pay will increase \$8.65, from \$172.99 to \$181.64 per service day.

The options are:

- 1) Do nothing. The increase from per service day up to a maximum of \$181.64 is approved by ordinance and becomes effective on the first pay period following July 1, 2024.
- 2) Defer the increase.

Fiscal Impact: Based on the number of meeting days per year and attendees, a maximum 5% increase would have less than \$1,400 per year impact. If CPI-W for the twelve months ending April 2024 is less than the 5% maximum, the fiscal impact will be less.



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Kyle Broughton, Senior Engineer

SUBJECT: Aeration Basin Nitrogen Removal Improvements – Phase 1 – Award Contract for Engineering Design Services

Recommendation: Authorize the Assistant General Manager/District Engineer to execute a Professional Services Agreement with Hazen and Sawyer for Engineering Design Services for Aeration Basin Improvements Design in the amount of \$930,460.00.

Background: The District, along with other San Francisco Bay municipal wastewater dischargers, is subject to waste discharge requirements for nutrients as determined by the San Francisco Bay Regional Water Quality Control Board (RWQCB). RWQCB has notified all dischargers that nitrogen loading to San Francisco Bay shall be reduced and has been working with Bay Area Clean Water Agencies (BACWA) to establish new target effluent nitrogen limits. The District, in anticipation of RWQCB-required lower nitrogen limits and timelines, moved forward with a preliminary design effort in April 2023 to evaluate treatment plant process modification alternatives in its Aeration Basins to increase biological nitrogen removal and identify their cost and potential phasing within the Capital Improvement Plan. The preliminary design effort has concluded, and in April 2024 RWQCB released an official Tentative Order identifying the 2025 and 2034 effluent nitrogen limits. The District currently meets RWQCB's 2025 limits, but not the proposed 2034 limits.

Based on RWQCB effluent nitrogen limits, the proposed short-term improvements identified as the first phase of Aeration Basins improvements includes the addition of anoxic zones and mixing equipment in Aeration Basins A & B, modifications to the aeration diffuser arrays, and electrical infrastructure upgrades. These Phase 1 improvements will result in effluent nitrogen levels which approach 2034 Tentative Order limits, as well as providing other operational benefits including process optimization with other Aeration Basins, reduced maintenance, and improved sludge settling. Future phases of the improvements studied are scheduled to be implemented as needed; the District will continue to monitor regulatory requirements within the next watershed permit.

Aeration Basin Nitrogen Removal Improvements – Phase 1 – Award Contract for
Engineering Design Services

April 10, 2024

Page 2 of 2

The District continues to plan for other medium-term and long-term nitrogen reduction opportunities through future phases of Aeration Basin improvements, nature-based solutions, increasing recycled water distribution, and partnering in studies of the Suisun Marsh to determine impacts of nitrogen in its final effluent.

Discussion: The District selected Hazen and Sawyer for preliminary and final design through a competitive Request for Proposals for professional engineering services in April 2023. To meet the proposed completion schedule of the initial phase of improvements, the design should begin as soon as possible.

Fiscal Impact: The District budgeted \$1,200,000 in FY 2024-25 for design of the project. Adequate funds are available for the design in the approved budget. Construction costs will be included in the FY 2025-26 budget for construction.

Attachment: Agreement for Technical Services

CONTRACT FOR SERVICES

THIS AGREEMENT FOR TECHNICAL SERVICES (“Agreement”) is entered into as of April 23, 2024, (“Effective Date”) between the FAIRFIELD-SUISUN SEWER DISTRICT (“District”) and Hazen and Sawyer (“Contractor”).

WITNESSETH:

WHEREAS, the District desires to contract for Aeration Basin Nitrogen Removal Phase 1 Improvements which for the purposes of this Agreement shall be called “PROJECT,” and,

WHEREAS, Contractor is willing and qualified to provide the services desired;

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 CONTRACTOR

- A. The Contractor shall provide services required for the PROJECT as described in the Scope of Work, attached to and incorporated into this Agreement as Exhibit “A,” which is incorporated in by reference.
- B. Contractor agrees that Contractor and all of Contractor’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 Contractor, 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. Contractor 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 Contractor pursuant to this Agreement.
- D. The District’s approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Contractor under this Agreement shall not relieve Contractor 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. Contractor 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 Contractor and the 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, XI(F), and XI(G), shall continue beyond such termination.

II. DUTIES OF DISTRICT

The District, without cost to Contractor, will provide pertinent information reasonably available to it, which is necessary for performance by Contractor 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. Contractor will use its professional judgment in the review and use of data so provided. However, Contractor will not be liable for any error or omission in any data furnished by the District and used by Contractor which could not reasonably be discovered by Contractor. To this extent Contractor is entitled to rely on data provided by the District.

III. COMPENSATION OF CONTRACTOR

A. Basis of Compensation: The District will pay Contractor for services provided under this Agreement on a time and material basis with a maximum fee not to exceed Nine Hundred Thirty Thousand Four Hundred Sixty and 00/100 DOLLARS (\$930,460.00) in accordance with the Fee Schedule or Bid Schedule attached to and incorporated into this Agreement as Exhibit "B". When compensation is determined using hourly rates of Contractor's personnel and equipment assigned to the work, Contractor rates may be adjusted annually if proposed by Contractor 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, Bid Schedule, firm prices quotations, and/or rates set forth and 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 Contractor: Upon submission of an invoice by Contractor, and upon approval of the District's authorized representative, the District will pay Contractor monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "B". The District will issue payment within thirty (30) calendar days after receipt of an invoice from Contractor, 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 the invoice. If a payment dispute arises between the parties, Contractor shall provide to the District full and complete access to Contractor'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: Contractor shall notify the District when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Contractor 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: Contractor shall, at no cost to the District, prepare any necessary rework occasioned by Contractor'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 Contractor, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of Contractor for damages which might arise from Contractor's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the Effective Date and end on the date when the tasks set forth in Exhibit A have been completed or the agreement is otherwise terminated in accordance with Article VII.

B. Contractor agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time as set forth in Exhibit A.

VI. CONTRACTOR'S ASSIGNED PERSONNEL

Contractor designates James Wickstrom, PE 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, Contractor shall substitute with a person acceptable to the District.

No subcontract shall be awarded, or an outside consultant engaged, by Contractor, unless Contractor 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 Contractor of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. The District may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Contractor.
- B. The District may terminate this Agreement immediately upon notice of Contractor's malfeasance. If the District terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require the District to compensate Contractor 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. Upon receipt of a termination notice, Contractor 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 Contractor 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.
- D. Following termination, the District will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.
- E. Upon termination, Contractor's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Contractor 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 Contractor 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

Contractor 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 from Contractor's operations, or

from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or 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 Contractor's operations, as well as during the progress of rendering such services.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Contractor 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

Contractor 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 under this Agreement by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, Workers' Compensation and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage.** For any claims related to this Agreement, **the Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with **30-day cancellation notice** to the District.

5. **Waiver of Subrogation.** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect 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.
6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$50,000 unless approved in writing by District. Any and all SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. District may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR. District reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
8. **Verification of Coverage.** Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this **clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

10. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

11. **Claims Made Policies (for Professional Liability).** If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

X. DEFAULT

A. If Contractor defaults in Contractor's performance, the District shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then the District may immediately terminate this Agreement at the District's sole discretion.

If Contractor fails to cure default within the specified period of time, the District may elect to cure the default and any expense incurred shall be payable by Contractor to the District. The Agreement may be immediately terminated at the District's sole discretion.

C. If the District serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Agreement.

D. If this Agreement is terminated because of Contractor's default, the District shall be entitled to recover from Contractor all damages allowed by law.

XI MISCELLANEOUS TERMS AND CONDITIONS

A. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the prior written consent of the District.

B. INDEPENDENT CONTRACTOR

1. Contractor is an independent contractor and not an agent, officer or employee of the District. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Contractor shall have no claim against the District for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Contractor shall indemnify and hold the District harmless from any liability which the District may incur because of Contractor's failure to pay such obligations nor shall the District be responsible for any employer-related costs not otherwise agreed to in advance between the District and Contractor.
5. As an independent contractor, Contractor is not subject to the direction and control of the District except as to the final result contracted for under this Agreement. the District may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.
6. Contractor may provide services to others during the same period Contractor provides service to the District under this Agreement.
7. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
8. As an independent contractor, Contractor shall indemnify and hold the District harmless from any claims that may be made against the District based on any

contention by a third party that an employer-employee relationship exists under this Agreement.

9. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

C. PROPRIETARY MATERIAL

The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Contractor in the performance of this Agreement. Contractor is solely responsible for any such use.

D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

E. NONDISCRIMINATION

1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

F. OWNERSHIP OF DOCUMENTS

The District shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Contractor 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 Contractor in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Contractor to others without prior consent of the District. If this Agreement is terminated in accordance with Section VII, Contractor shall deliver such documents within two weeks of receipt of a termination notice.

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

G. EXAMINATION OF RECORDS

Contractor 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.

H. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to Contractor'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.

I. 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.

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

CONSULTANT: Hazen and Sawyer
 2300 Clayton Road, Suite 1250
 Concord, CA 94520
 Phone 628-242-0042

J. APPLICABLE LAWS

Contractor 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.

Contractor and any subcontractors shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

K. 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:

Jordan Damerel – Assistant General Manager/District Engineer

Date

HAZEN AND SAWYER:

Allan Briggs – Associate Vice President

Date

Exhibit A

Scope of Work

April 30, 2024

This section summarizes our proposed scope of work to complete final design of the Fairfield-Suisun Sewer District (District) Aeration Basin Improvements for Nitrogen Removal Preliminary Design Report and Design Services (Project).

Task 1.0 – Design Services

The purpose of this task is to provide final design engineering services for the project based on the results of the preliminary design effort. For this proposal and development of our fee estimate we have assumed design of the following key elements will be provided:

- One new concrete baffle wall per basin to separate one anoxic zone from aerated zones in Aeration Basins 1 - 4. Anoxic zone will consist of 25% of the total basin volume with the remaining volume being aerated.
- New aeration diffusers and drop legs in Aeration Basins 1 - 4.
- Two new submersible mixers in each anoxic zone (two per aeration basin).
- Addition of four small submersible drain pumps (150 gpm +/-) in Aeration Basins 1 - 4.
- Improvements to isolate and drain the step feed channels between Aeration Basins 1 & 2 and between Aeration Basins 3 & 4. Anticipated improvements include replacement of existing gates with stainless steel plates, addition of a concrete isolation wall, and addition of a two new sump pumps (one in each channel).
- Replacement of three valves in the RAS distribution piping.
- Addition of a jib crane at two locations to facilitate removal of slide plates in the Aeration Basins 1-4 influent channels.
- Addition of scum spray piping at the anoxic zones.
- Repair of cracks, construction joints, and expansion joints in Aeration Basins 1 - 4.
- Replacement of handrails and metal grating in poor condition at select locations identified during the detailed field structural assessment.
- Replacement of aluminum planking above the RAS pipe trenches between Aeration Basin 2 and 3.
- Addition of locking access gates through the existing guardrail at three locations in each of the four aeration basins.
- Repair of a large opening in aeration air pipe chase at south end of Aeration Basin 4.
- Demolition of existing diffusers and air piping as required to implement above modifications.
- Demolition of existing channel-air piping, RAS valves, gates, and other existing miscellaneous mechanical elements.
- Demolition of RAS piping trench aluminum planking covers, miscellaneous tread plate, damaged aluminum guardrail, and other miscellaneous structural elements.
- Electrical modifications to serve all new loads and upgrade existing electrical equipment as follows:

- Installation of a new prefabricated electrical enclosure fed from electrical distribution equipment located in the Blower Building via an underground ductbank.
- Structural slab and paving and grading improvements local too the new enclosure structure to provide access for operations and maintenance staff.
- Provision of new MCC equipment in prefabricated electrical enclosure. Provision of new starters and drivers in the MCC to power new mixers, sump pumps and drain pumps in Aeration Basins 1 – 4.
- Provision of space in the MCC and prefabricated electrical enclosure for future installation of MLR pumps (1 pump per basin) and motorized valves at each aeration drop leg (3 per basin, 12 for Aeration Basins 1 – 4).
- Provision of new custom-integrated outdoor VFD control panels, installed where existing MCC-G1 and MCC-G2 are presently located. New MCC equipment at pre-fabricated electrical building will be provided with feeder circuit breakers to supply each of these new VFD control panels.
- Migrate existing WAS pump control/communication conductors from existing PLC-INT to new PLC or remote I/O panel located in the new prefabricated electrical enclosure.
- Replace existing lighting transformers, panelboards and lighting contactor panels at the existing MCC-G1 and MCC-G2 locations with new transformers, lighting panelboards and lighting contactor panels.
- Conduit, wire and supports required to power the above equipment. Provision of spare underground conduits in ductbanks and associated oversized pull boxes to facilitate installation of future MLR pumps, motorized valves, and instrumentation.
- Instrumentation and control improvements to serve new, existing and future equipment as follows:
 - Provision of a new PLC panel or remote I/O panel within the new prefabricated electrical enclosure to control and monitor new and future equipment.
- Piping improvements at Trains A and B intermediate clarifier distribution channel to improve filter backwash flow split to the downstream aeration basins.

Task 1.1 – Prepare 50% Design Submittal

The results of the preliminary design and the District’s design preferences will be incorporated into the 50% design of the Aeration Basin Improvements for Nitrogen Removal Project. The 50% design submittal will include the following drawings: cover sheet, drawing list, general sheets, site plans, major plans and sections, electrical single line diagrams, and process and instrumentation drawings (P&IDs). Specifications for major equipment will also be submitted for District review.

Upon selection of the most suitable location for the prefabricated electrical enclosure structure, Hazen’s geotechnical subconsultant will perform a field investigation including drilling at least one boring and issue a draft report providing geotechnical design recommendations. An updated construction cost estimate and a preliminary construction schedule will be submitted with the 50% design submittal.

Task 1.2 – Prepare 90% Design Submittal

The 50% design review comments from the District will be incorporated into the 90% design submittal. The 90% design will include all drawings, specifications, and front-end documents for the project. The

90% submittal will undergo an internal quality management review simultaneous with to the District's review of the 90% submittal.

An updated construction cost estimate and construction schedule will be submitted with the 90% design submittal.

Task 1.3 – Prepare 100% Design Submittal

Hazen will incorporate District comments on the 90% submittal, as well as internal checking comments. Hazen will finalize the drawings and specifications as required for public bidding and provide an updated construction cost estimate reflecting changes made to the 90% submittal.

Task 1.4 – Aeration Basins 1–4 Structural Condition Assessment

Hazen's lead structural engineer and assistant structural engineer will conduct a field assessment of the accessible areas of Aerations Basins 1 – 4 and the interior of one dewatered aeration basin. Observations from the field inspection will be documented in a brief, written field memorandum and a summary will be presented to District staff during a 2-hour long remote meeting via MS Teams. Recommendations from the assessment will be incorporated into the design documents. The following assumptions were made in development of the scope and fee for this task:

- District will dewater and clean an aeration basin for entry.
- District will provide safe access to the interior of the aeration basins for entry of a confined space.
- Assessment work will be completed during one 8-hour long site visit.
- Recommended improvements will not differ substantially from the assumptions included in the project elements noted above. If additional design elements are identified during the site assessment, Hazen and the District will adjust this scope via a subsequent amendment.

Task 1.5 – Final Design Meetings

Hazen will prepare for and conduct two meetings during final design to solicit input and decisions from the District. Hazen will prepare meeting minutes to document key discussion items and summarize key decisions made during the meetings in a decision log. The following meetings are anticipated:

- 50% Design Review Meeting: Following delivery of the 50% design, Hazen will conduct an in-person meeting with District staff to review the submittal and receive comments. Hazen's project manager, process lead, project engineer, structural engineer, and electrical/I&C subconsultant will attend the meeting.
- 90% Design Review Meeting: Following delivery of the 90% design, Hazen will conduct an in-person meeting with District staff to review the submittal and receive comments. Hazen's PIC, project manager, project engineer, structural engineer, and electrical/I&C subconsultant will attend the meeting.

Task 1.6 – Project Management During Final Design

During final design, Hazen will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of this Project. Hazen will prepare a monthly progress letter report for attachment to the monthly invoice to track and report the status of budget expenditures

and key work products completed during that billing period. Where needed, Hazen will prepare updates to the project schedule to inform the District of the project's progress.

Task 1 Deliverables:

- 50% design level drawings, specifications, cost estimate and construction schedule.
- Response to District comments on 50% design.
- 90% design level drawings, specifications, cost estimate and construction schedule.
- Response to District comments on 90% design.
- Final (100%) design level, bid ready, drawings and specifications.
- Final cost estimate.
- Meeting presentation slides and minutes.
- Decision log.
- Invoices and monthly progress letter reports.
- Project schedule updates.

Task 1 Assumptions:

- Front end specifications (Division 0) will consist of District's standard specifications.
- One electronic copy (PDF format) will be provided for each deliverable. Hard copy deliverables are not required.
- Drawings will be prepared using Revit and AutoCAD software according to Hazen's drawing standards.
- It is assumed the District will complete the following tasks, either in-house or through a consultant:
 - CEQA documentation, if required.
 - Project financing.
 - Permitting.
 - Preparation of front end (Division 0) documents with input from Hazen.
- Electrical building will consist of a prefabricated enclosure installed on a matt slab foundation designed by Hazen. Deep foundations (e.g. piles) will not be required.
- Existing site topographic survey CAD file provided by the District is adequate to develop civil and site plans and a new site survey is not required.

Task 2 – Bidding Services

Task 2.1 – Pre-bid Meeting

Hazen will participate one in-person pre-bid meeting for the prospective bidders at the District's treatment facility. Hazen's project manager, project engineer, and electrical/I&C subconsultant will attend the meeting.

Task 2.2 – Answer Bidder Questions and Prepare Addenda

During the bid period, District staff will take the lead in responding to questions from prospective bidders. Hazen will respond to technical questions forwarded by the District and provide verbal or written responses as appropriate. Verbal or written questions requiring clarification of the contract documents will be resolved by issuing addenda. Hazen will prepare written descriptions and sketches

required to modify the contract documents and provide them to the District for incorporation into addenda that will be distributed to the plan holders.

Task 2.3 – Conformed Plans and Specifications

Hazen will incorporate all changes made by addenda into the final documents for use during construction. Electronic PDF copies of the drawings and specifications will be provided to the District to provide to the selected contractor.

Task 2 Deliverables:

- Responses to bidder questions.
- Written descriptions and sketches required to modify the contract documents by addendum.
- Conformed drawings and specifications in PDF format.

Task 2 Assumptions:

- Bid period will not exceed 5 weeks.
- It is assumed the District will complete the following tasks:
 - Manage printing, advertisement, and sale of contract documents during the bid period.
 - Issue bid packages to prospect bidders and maintain bid tabs.
 - Lead the pre-bid meeting, with Hazen’s support, and issue meeting minutes.
 - Answer procedural questions from prospective bidders.
 - Develop and distribute addenda to prospective bidders.
 - Open and tabulate bids.
 - Issue Notice of Award and Notice to Proceed to successful bidders.

Exhibit B

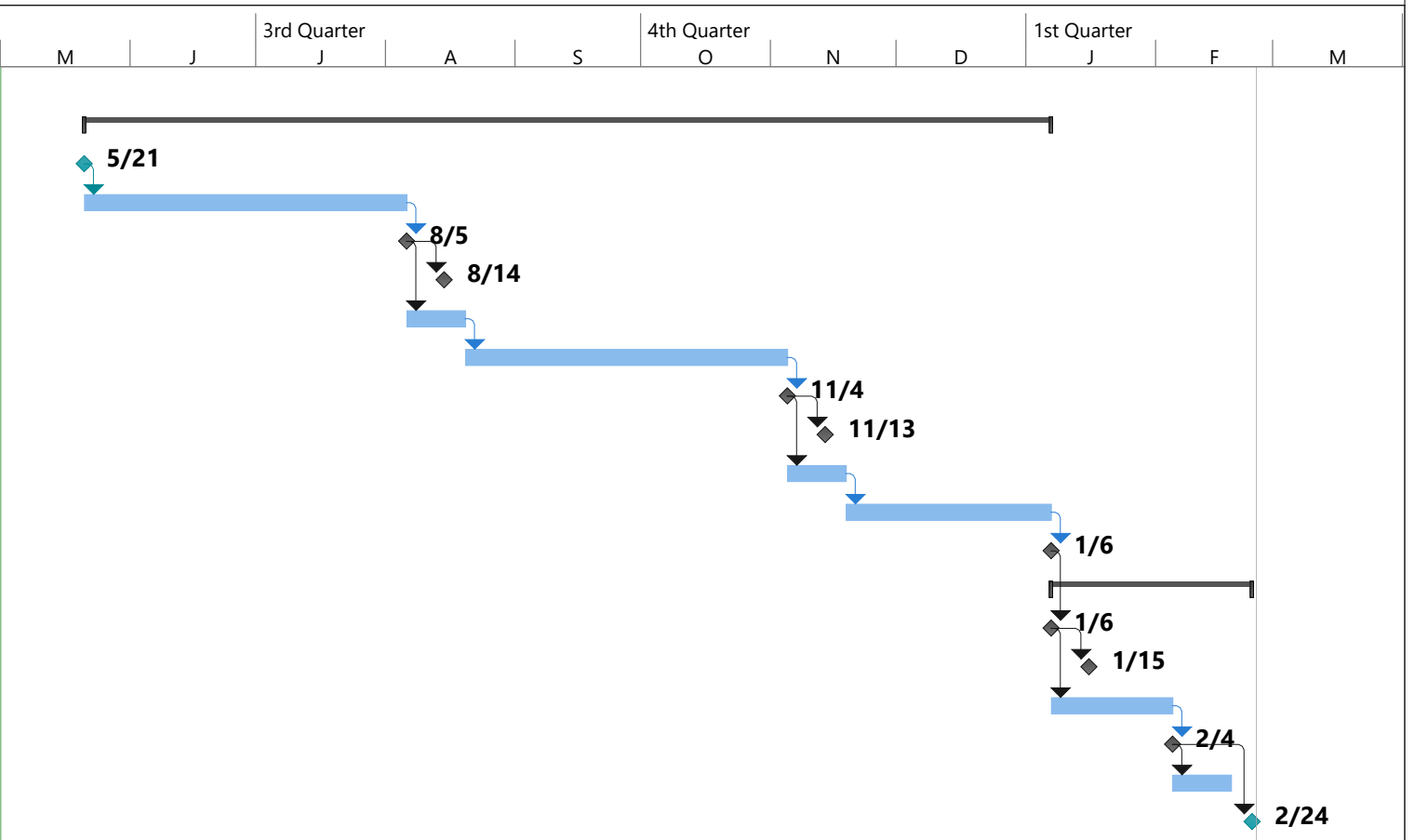
Fairfield-Suisun Sewer District
 Aeration Basin Improvements for Nitrogen Removal
 Final Design Services
 Cost Proposal
 April 30, 2024

Hazen	Principal-in-Charge	Project Manager	Technical Advisor / QA/QC	Process Lead	Filtration Lead	Project Scheduler	Project Engineer	Engineer	Structural Lead	Structural Engineer	Cost Estimating	Senior Designer	Designer	Project Admin	Hazen				Electrical - Beecher Engineering	Geotech - Kleinfelder		
	\$320	\$305	\$310	\$305	\$305	\$310	\$280	\$210	\$290	\$180	\$290	\$270	\$180	\$180	Labor Hours	Labor Cost	ODC's	Subtotal	Sub. Subtotal	Sub. Subtotal	Sub. Markup Subtotal	Grand Total
TASK 1 - FINAL DESIGN SERVICES																						
1.1 Prepare 50% Design Submittal	8	59	42	17	8	25	135	76	42	84	25	42	253	25	841	\$ 198,640	\$ -	\$ 198,640	\$ 113,528	\$ 29,300	\$ 7,141	\$ 348,609
1.2 Prepare 90% Design Submittal	9	66	47	19	9	28	152	85	47	95	28	47	285	28	945	\$ 223,090	\$ -	\$ 223,090	\$ 127,719	\$ -	\$ 6,386	\$ 357,195
1.3 Prepare 100% Design Submittal	3	22	16	6	3	9	51	28	16	32	9	16	95	9	315	\$ 74,375	\$ -	\$ 74,375	\$ 28,382	\$ -	\$ 1,419	\$ 104,176
1.4 Aeration Basins 1-4 Structural Condition Assessment	0	4	4	0	0	0	0	0	16	32	0	0	0	4	60	\$ 13,580	\$ 500	\$ 14,080	\$ -	\$ -	\$ -	\$ 14,080
1.5 Final Design Meetings	4	12	0	4	0	0	24	0	8	0	0	0	4	0	56	\$ 15,920	\$ 1,000	\$ 16,920	\$ 1,840	\$ -	\$ 92	\$ 18,852
1.6 Project Management During Final Design	8	80	0	0	0	0	40	0	0	0	0	0	0	0	128	\$ 38,160	\$ -	\$ 38,160	\$ -	\$ -	\$ -	\$ 38,160
TASK 1 - SUBTOTAL	32	243	109	46	20	62	402	189	129	243	62	105	637	66	2345	\$ 563,765	\$ 1,500	\$ 565,265	\$ 271,469	\$ 29,300	\$ 15,038	\$ 881,072
TASK 2 - BIDDING SERVICES																						
2.1 Pre-bid Meeting	0	4	0	0	0	0	8	0	0	0	0	0	0	0	12	\$ 3,460	\$ 500	\$ 3,960	\$ 1,840	\$ -	\$ 92	\$ 5,892
2.2 Answer Bidder's Questions and Prepare Addenda	0	4	0	0	0	0	8	16	4	16	0	0	16	0	64	\$ 13,740	\$ -	\$ 13,740	\$ 7,360	\$ -	\$ 368	\$ 21,468
2.3 Conformed Plans and Specifications	0	4	0	0	0	0	0	16	0	8	0	4	32	8	72	\$ 14,300	\$ -	\$ 14,300	\$ 7,360	\$ -	\$ 368	\$ 22,028
TASK 2 - SUBTOTAL	0	12	0	0	0	0	16	32	4	24	0	4	48	8	148	\$ 31,500	\$ 500	\$ 32,000	\$ 16,560	\$ -	\$ 828	\$ 49,388
TOTAL BASE FEE (Tasks 1 - 2)	32	255	109	46	20	62	418	221	133	267	62	109	685	74	2493	\$ 595,265	\$ 2,000	\$ 597,265	\$ 288,029	\$ 29,300	\$ 15,866	\$ 930,460

Exhibit C

Fairfield-Suisun Sewer District
Aeration Basin Improvements Project Design Schedule
April 30, 2024

ID	Task Mode	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
						A	M	J	J	A	S	O	N	D	J	F	M
1	➔	Preliminary Design	173 days	Mon 7/31/23	Wed 3/27/24												
13	➔	Task 1 - Design Services	165 days	Tue 5/21/24	Mon 1/6/25												
14	★	Design Services NTP	0 days	Tue 5/21/24	Tue 5/21/24												
15	➔	50% Design Development	55 days	Tue 5/21/24	Mon 8/5/24												
16	➔	Submit 50% Design	0 days	Mon 8/5/24	Mon 8/5/24												
17	➔	Meeting - 50% Design Review	0 days	Wed 8/14/24	Wed 8/14/24												
18	➔	District Review 50% Design	10 days	Tue 8/6/24	Mon 8/19/24												
19	➔	90% Design Development	55 days	Tue 8/20/24	Mon 11/4/24												
20	➔	Submit 90 % Design	0 days	Mon 11/4/24	Mon 11/4/24												
21	➔	Meeting - 90% Design Review	0 days	Wed 11/13/24	Wed 11/13/24												
22	➔	District Review 90% Design	10 days	Tue 11/5/24	Mon 11/18/24												
23	➔	100% Design Development	35 days	Tue 11/19/24	Mon 1/6/25												
24	➔	Submit 100% Design	0 days	Mon 1/6/25	Mon 1/6/25												
25	➔	Task 2 - Bidding Services	34 days	Mon 1/6/25	Mon 2/24/25												
26	➔	Advertise Bid	0 days	Mon 1/6/25	Mon 1/6/25												
27	➔	Pre-bid Meeting	0 days	Wed 1/15/25	Wed 1/15/25												
28	➔	Prepare Addenda (Answer Bidder Questions)	21 days	Tue 1/7/25	Tue 2/4/25												
29	➔	Open Bids	0 days	Tue 2/4/25	Tue 2/4/25												
30	➔	Conformed Documents	10 days	Wed 2/5/25	Tue 2/18/25												
31	★	Award Contract	0 days	Mon 2/24/25	Mon 2/24/25												



Project: FSSD - AB Improvemen Date: Wed 5/1/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Emily Corwin, Senior Environmental Engineer

SUBJECT: Accept funds under the Governor's Office of Planning and Research (OPR) Regional Resiliency Planning Grant Program (RRGP) for the Solano Bayshore Resiliency Project (Resiliency Project) and Adopt a resolution approving related grant and partnership agreements

Recommendations: 1) Accept funds Under the Governor's Office of Planning and Research (OPR) Regional Resiliency Planning Grant Program (RRGP) for the Solano Bayshore Resiliency Project (Resiliency Project); (2) Authorize the General Manager or his designee to execute a Grant Agreement with the Governor's Office of Planning and Research (OPR) Regional Resilience Grant Program (RRGP) in the amount of \$601,133 and a Partnership Agreement for the Collaborative Stakeholder Structure for the Solano Bayshore Resiliency Project between the Fairfield-Suisun Sewer District, Solano County, City of Suisun City, and Greenbelt Alliance; and (3) Approve a budget adjustment increasing revenue and expense in the amount of \$601,133 for the Bayshore Resiliency Project.

Background: The District successfully partnered with members of the [Solano Bayshore Resiliency Roundtable](#) on a proposal to the RRGP housed in the California Governor's OPR on a grant application for the *Solano Bayshore Resiliency Project (Resiliency Project)*. The Resiliency Project will build resilience to coastal flooding and sea level rise impacts by engaging a multi-stakeholder, multi-jurisdictional collaboration of diverse actors and the wider community in an adaptation planning and prioritization process to increase protection and stewardship of wetlands and habitat in the Suisun Marsh and the bayshore. The project partners include the Fairfield-Suisun Sewer District, Solano County, City of Suisun City, Greenbelt Alliance, Sustainable Solano, and the Solano Resource Conservation District.

Discussion: The District must enter a funding agreement with OPR before fund disbursement. OPR also requires a Partnership Agreement be executed between the primary grantee (FSSD) and sub-grantees. The attached Grant Agreement and Partnership Agreement have been reviewed by District legal counsel.

Fiscal Impact: The Solano Bayshore Resiliency Project will be fully funded by this and future grant awards. The District's budget will be amended. Additional funding opportunities are being explored for future phases of the project.

Accept funds under the Governor’s Office of Planning and Research (OPR) Regional Resiliency Planning Grant Program (RRGP) for the Solano Bayshore Resiliency Project (Resiliency Project) and Adopt a resolution approving related grant and partnership agreements
May 8, 2024
Page 2 of 2

- Attachments:
1. Fairfield-Suisun Sewer District Resolution No. 2024-XX
 2. OPR RRGF Grant Agreement for Solano Bayshore Resiliency Project
 3. Partnership Agreement for the Collaborative Stakeholder Structure for the Solano Bayshore Resiliency Project

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2024-XX

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH AND A PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE SOLANO BAYSHORE RESILIENCY PROJECT

WHEREAS, in December 2023 the District was awarded a \$601,113 grant through the Governor’s Office of Planning and Research Regional Resiliency Planning and Implementation Grant program for the Solano Bayshore Resiliency Project (Resiliency Project); and,

WHEREAS, the Resiliency Project involves collaborating with partner agencies to develop a Sea Level Rise Vulnerability Analysis and Action Plan focused on identifying solutions to climate hazards impacting infrastructure and communities from sea-level-rise induced flooding along the Bayshore region of southwestern Solano County which extends from City of Vallejo to the Travis Air Force Base and Suisun Marsh; and,

WHEREAS, the Resiliency Project fosters collaboration with multiple stakeholders and community engagement to identify priority projects aimed at reducing risks to critical infrastructure and communities from sea level rise; and,

WHEREAS, the District benefits by participating in the Resiliency Project as it furthers the District’s goals to reduce the risk to critical infrastructure in the service area.

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

1. The District hereby approves executing a Partnership Agreement (Attachment A) for the Collaborative Stakeholder Structure for the Solano Bayshore Resiliency Project (Attachment A, Exhibit A) between the Fairfield-Suisun Sewer District, Solano County, City of Suisun City, and Greenbelt Alliance.
2. The District hereby authorizes the acceptance of \$601,133 in funds from the California Governor’s Office of Planning and Research Regional Resilience Grant Program, approves executing a Grant Agreement with the Office of Planning and Research, and authorizes the sub-award of funds to partner organizations.
3. The General Manager and Assistant General Manager are authorized and directed to take all steps necessary and proper to implement this resolution.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST: _____

District Clerk

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Exhibit A: Scope of Work

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as “Grant Agreement”) is to memorialize the terms and conditions related to the Office of Planning and Research’s (OPR) award of grant funds to Fairfield-Suisun Sewer District (“the Grantee”).

This Grant Agreement is authorized by the State's 2021-2022 Budget (Senate Bill (SB) 170 (Skinner, Chapter 240, Statutes of 2021), which appropriated funding for the Regional Resilience Grant Program (RRGP). The RRGp provides funding to public entities, California Native American tribes, Community-Based Organizations, and academic institutions that form regional partnerships to plan and implement projects that advance climate resilience and respond to the greatest climate risks in their regions.

The RRGp is administered by OPR. The Grant Agreement will be executed between the Grantee and the OPR, which collectively are referred to as “Parties.” “Co-applicants” identified in the RRGp Application are referred to as “Partners” in this Agreement but are not parties to it. (See [Exhibit A, Section 6G](#)) for requirements regarding partnership agreements for Grantees and Partners.)

2. The Project is Defined by the Application and Award Letter

OPR released the final RRGp Guidelines for this Grant Agreement on June 13, 2023 (hereafter, “the Grant Guidelines” or “the Guidelines”) ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application (“Application”) ([Exhibit G](#)) on August 29, 2023. OPR awarded a grant to fund the project described in the Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the “Project” throughout this Grant Agreement.

The Guidelines, the Application, and the Award Letter are hereby incorporated into this Agreement.

3. Grant Term

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement on page one of the Standard Agreement (STD 213) and will conclude upon completion of the Project and payment of the last invoice, unless otherwise terminated pursuant to this Agreement (hereafter referred to as “Grant Term”).

All work outlined in the Project must be completed within thirty months of executing the Grant Agreement.

All grant funds must be expended by September 30, 2026.

4. Authorized Signatories

The OPR Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the OPR.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment I](#)).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify OPR in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

The Party Representatives are the primary contacts for the OPR and Grantee. The Party Representatives during the Grant Term are:

OPR

Name	Title	Phone Number	Email
Dolores Barajas	Grant Manager	(916) 720-4439	dolores.barajas@opr.ca.gov

Grantee

Name	Title	Phone Number	Email

OPR and Grantee must keep the Party Representative(s) up to date. Any changes to the Party Representatives by either Grantee or OPR shall be made by providing notice within seven (7) working days of the change to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

6. Grantee Responsibilities

OPR will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template ([Attachment 5](#)).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

- G. Entering into a partnership agreement with Co-Applicant(s) and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the OPR, Grantee must use the OPR-provided online submission platform and email unless this Grant Agreement specifically requires that the document be sent by mail.

All emails must contain the Grant Agreement number and Grantee's name in the subject line.

8. Reporting Requirements

During the Grant Term, Grantee will be required to participate in regular check-in meetings with OPR's RRGP staff and submit progress reports.

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with RRGP staff and report on Project progress toward meeting High Level Activities identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in Exhibit B, Section 2. The Grantee must participate in no fewer than two check-in meetings per year.

B. Progress Reports

- i. Grantee will submit progress reports to accompany all invoices submitted pursuant to [Exhibit B, Section 2](#). The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). Grantees may use the space in the "Progress Report" heading of the invoice template ([Attachment 5](#)) to submit their invoice progress reports.
- ii. Grantee will submit a mid-term progress report to OPR half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)). The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan (Attachment 2) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.

- c. An accounting of the expenditures made by the Grantee
- d. Feedback on the implementation process for RRGF program staff including barriers, challenges, and opportunities.
- iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - e. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - f. Use the Final Report Template, which is attached as [Attachment 3](#).
 - g. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - h. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

DRAFT

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

- A. The Grantee is responsible for maintaining records that fully disclose its activities to implement the Project. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the OPR, of the accuracy of the records and the eligibility of the expenditures charged to RRGF grant funds. If the eligibility of the expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
- B. To receive payments of grant funds, Grantee must submit to OPR the documentation listed in [Exhibit B, Section 2](#). Advance payments are not permitted under this Grant Agreement.
- C. Upon receipt and approval of an itemized invoice and required documentation, OPR agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- D. OPR will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days of receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Grantee must submit the invoices to the online submission platform, once available. OPR will notify Grantee once the submission platform is available.
- B. Until the submission platform is available, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager identified by OPR in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds for all itemized costs. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor

- invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
- iv. Supporting documentation should be clearly labeled by task.
 - v. The Progress Report as specified in [Exhibit A, Section 8A](#). Grantees may use the Progress Report space included in the Invoice form ([Attachment 5](#)). The work documented in the progress report should refer to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). The Progress Report should be supported by evidence of the specific deliverables completed. Deliverables can include tasks or subtasks outlined in the Work Plan.
- C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to OPR but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- D. At any time, OPR may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OPR shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that OPR cancels the Grant Agreement, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.

- ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.
 - iv. Whether the Grantee or Partner acted with prudence in the circumstances considering their responsibilities to their employees, the public at large, and the state.
 - v. Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
- ii. OPR has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest OPR's determination as set forth at [Exhibit D, Section 5](#).
- C. Indirect costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- D. OPR will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the Grant Term.

- A. OPR will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless OPR and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost of tasks outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the

- maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
- i. Cost changes of more than twenty percent (20%) between tasks in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
- i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until

both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

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Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of OPR in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.
- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties

for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of OPR.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. OPR and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

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Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits.

Grantee is responsible for complying with all applicable requirements, if any, of the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.) for the Project are met. OPR's selection of a Project for a planning grant does not foreclose appropriate consideration of alternatives or mitigation measures that would reduce or eliminate adverse environmental effects of any project during the CEQA review process. Nor does it foreclose the possibility that the project may be denied due to its significant environmental effects, if any. No work that is subject to CEQA may proceed until clearance is given by all lead and responsible agencies.

2. Subcontractors and Partners

OPR's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between OPR and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to OPR for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from OPR's obligation to make payments to Grantee. As a result, OPR shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement. It is the responsibility of the Grantee to monitor the Project to ensure that it is completed in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The “Notice of Dispute” shall be sent to the following address, with copies sent via email to the OPR contacts in [Exhibit A, Section 4](#):

Governor’s Office of Planning and Research
RRGP
Attn: RRGF Program Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the “Notice of Dispute,” the OPR RRGF Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
 - An explanation for the decision
- iii. The written dispute decision of the OPR RRG Program Manager is considered final and cannot be disputed further by the Grantee.

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or OPR to rectify any deficiency(ies) prior to the early termination date.
- i. Conditions of early termination:
 - 1. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - 2. Upon receipt of notice from OPR of Termination for Convenience, or upon sending the notice of early termination to OPR, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - 3. OPR will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of OPR and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

b.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from OPR, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against OPR, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of OPR, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted OPR within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify OPR prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of OPR, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from OPR to stop work, Grantee shall cease all work under this Grant Agreement. OPR has the sole discretion to determine that Grantee meets the terms and conditions of this Grant Agreement after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Remedies of Nonperformance

Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement. OPR will give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

In addition to the other remedies that may be available to OPR in law or equity for breach of this Agreement, OPR may at its discretion exercise the following remedies:

- A. Undertake the dispute resolution process set forth at [Exhibit D, Section 5](#);
- B. Issue a stop work order pursuant to [Exhibit D, Section 9](#);
- C. Disqualify the Grantee from applying for future RRGP funds or other OPR administered grant programs;
- D. Revoke existing RRGP grant funds to the Grantee;
- E. Require the repayment of RRGP grant funds disbursed and expended under this Agreement;
- F. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the RRGP Guidelines and this Agreement;
- G. Other remedies available by law, or by and through this Agreement. All remedies available to OPR are cumulative and not exclusive.

11. Publicity

Grantee agrees that it will acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the RRGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the Communications Kit provided by OPR ([Exhibit H](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, Grantee shall contact the Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about OPR, RRGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate-resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The RRGP addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience projects across the state. The RRGP enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

- *The RRGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.*
- *Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a*

focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

- A. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

“The Solano Bayshore Resiliency Project is supported by the Regional Resilience Grant Program at the Governor’s Office of Planning and Research (OPR). The Regional Resilience Grant Program is an initiative of OPR’s Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

“The Solano Bayshore Resiliency Project is supported by the Regional Resilience Grant Program implemented by the Governor’s Office of Planning and Research.”

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words “Funded by.”

- B. Media Inquiries: Grantee must provide to OPR the name, phone number, and email address of Grantee’s point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.
- C. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

D. Social Media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #RRGP should be tagged on all posts related to the RRGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

12. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if OPR determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

13. Americans with Disabilities Act

Grantee will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

14. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

15. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

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Exhibit E, [RRGP Guidelines](#)

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Exhibit F, Award Letter

[Insert award letter here.]

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Exhibit G, Grant Application

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Exhibit H, RRGP Communications Kit

Welcome to the California Office of Planning & Research Awardee Community!

Dear Regional Resilience Grant Program Grantee,

Congratulations on your successful award from the Regional Resilience Grant Program! Your dedication and hard work have paid off, and we are thrilled to be partnering with you on your important project.

At the Governor's Office of Planning and Research (OPR), we recognize the significance of your work in advancing climate resilience and adaptation. Your project holds great potential to deliver substantial environmental, health, and climate benefits to your community, and we are committed to supporting you every step of the way.

To assist you in effectively communicating and sharing the impact of your project, OPR's Communications and External Affairs team has prepared this Communications Toolkit. It serves as a comprehensive set of communications and branding guidelines specific to the Regional Resilience Grant Program, as well as a range of resources and best practices to enhance your outreach across various media channels.

We believe that your project deserves recognition not only within your community but also as a model for others facing similar challenges. The tools and guidance provided in this kit will help you effectively share your accomplishments, engage stakeholders, and build awareness about the importance of climate adaptation and resilience planning.

As you plan events, announcements, or any communication activities related to your grant, please refer to this toolkit and adhere to the guidelines provided. Should you require sample materials, event support, or expert advice, our Deputy Director of Communications and External Affairs, Emily Breslin, is available to assist you. You can reach Emily at emily.breslin@opr.ca.gov.

We appreciate the inspiring work you are doing to implement innovative and effective climate adaptation strategies. Together, we can make a substantial difference in building resilient communities and securing a sustainable future for all. We value our partnership and look forward to supporting you every step of the way.

Best regards,

The Governor's Office of Planning and Research Team

We are promoting the final 16 grantees on all of our channels through a [press release](#) and [social media](#) and welcome you to do the same. Below is some suggested language, but please feel very free to modify any of it as you see fit:

The Fairfield-Suisun Sewer District is pleased to announce that the Solano Bayshore Resiliency Project has been selected as a recipient of the Round 1 Regional Resilience Grant Program, provided by the Governor's Office of Planning and Research (OPR). This new grant program supports planning and implementation projects that strengthen climate change resilience at a regional scale. We're thrilled to announce our project is one of sixteen awarded!

With the support of the Regional Resilience Grant Program, the Solano Bayshore Resiliency Project will be able to [briefly describe the project's goals and objectives]. This funding will enable us to [insert deliverables etc... implement innovative strategies, leverage partnerships, and incorporate cutting-edge climate science to enhance our resilience and adaptation measures].

Find more information about the Regional Resilience Grant Program and the Integrated Climate Adaptation and Resiliency Program ICARP [here](#) and read more about our other projects in today's press announcement, [here](#).

We look forward to working with the Governor's Office of Planning and Research (OPR) and want to congratulate all the recipients of the Regional Resilience Grant Program. Together, we will build a more resilient California for All.

*LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP
#climateadaptation #climateresilience #RRGP #CAresilience*

Publicity Requirements & Guidelines for RRGP Awardees

RRGP awardees should acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the RRGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee.

When using OPR's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

LONG-FORM MATERIALS

Long-form written materials, such as reports, must include the following standard language about OPR, RRGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for and build resilience to climate impacts.

The RRGP addresses this capacity gap by providing funding to help fill regional-scale planning and implementation needs, providing communities with the resources to identify climate resilience priorities, and implementing regional climate resilience projects across the state. The RRGP supports multi-jurisdictional partnerships to work together to address the most significant climate change risks in their region, especially in communities that are most vulnerable to climate change impacts.

The RRGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

PRESS RELEASES, FLYERS, AND VISUAL MATERIALS

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

“The Solano Bayshore Resiliency Project is supported by the Regional Resilience Grant Program at the Governor's Office of Planning and Research (OPR). The Regional Resilience Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships

and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

“The Solano Bayshore Resiliency Project is supported by the Regional Resilience Grant Program implemented by the Governor’s Office of Planning and Research.”

Mostly visual:

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words “Funded by.”

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MEDIA INQUIRIES

Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.

COMMUNICATIONS MATERIALS & PHOTOS

Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

SOCIAL MEDIA

Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #RRGP should be tagged on all posts related to the RRGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages 2-10 of this kit.

Create a Website

One of the best ways to share the latest information about the progress of your RRGP project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the RRGP program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

Press Releases & Media Advisories

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

Press release

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of supporting community groups, total emissions reductions, etc.), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and OPR's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

Media advisory

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention—as well as what photo opportunities will be available at the event.

Social Media

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your RRG project. We also encourage you to follow OPR on Twitter and LinkedIn so we can watch for and share your updates about your RRG project. Please see our social media section of this kit for more details.

Blog Post

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your RRG project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

Newsletter

If you or any of your RRG partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce RRG milestones through their newsletters or listservs as well. Please contact us at OPR so we can share your important RRG milestones through our newsletter as well!

Op-Ed or Letter to the Editor

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new RRGP award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using RRGP's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

Events

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your RRGP project.

Host Community Events

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your RRGP award and get more people involved in the planning process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

Remember

The OPR team is here to help! We love to work with awardees to brainstorm communication strategies. We can provide quotes from OPR leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact OPR's Deputy Director of External Affairs, Emily Breslin, for support: emilly.breslin@opr.ca.gov.

Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your RRGP project to potentially large audiences.

Follow us

The California Office of Planning & Research (**@Cal_OPR**) posts frequently on Twitter about the State's efforts to improve our environment and communities. OPR is also active [on LinkedIn](#). We encourage you and your RRGP partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about the RRGP, or about anything else relevant or interesting to you, please 'like' and retweet us—sometimes it can even save you the trouble of crafting your own tweet.

Tag us

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

Tag Your Partners

Remember to include co-applicants and other key stakeholders and champions in social media posts about your RRGP award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

Use Hashtags

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #climateadaptation #climateresilience #CAresilience and #OPR.

Take Pictures

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the RRGP process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

Shorten the Message

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

Amplify the Voices of Community Members

Reach out to partners and community members for their videos, quotes, and pictures that share how your RRGP project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate RRGP's impact.

Post Often

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

More Social Media Tips

Encourage audience engagement by posting questions.

- Use URL shortening tools from sites like bitly.com and tinyurl.com.
- Don't be afraid to use emojis.
- Encourage your colleagues and RRGP partners to participate in social media conversations.
- Be visual! Use infographics instead of text when possible.
- Observe copyright laws.

Sample Posts





WattsRising @WattsRising · Feb 20

DYK Over 21% of #Watts residents ages 16+ are not in the labor force compared with CA? The #TCC Grant projects will allocate 30% of all new hires for #Watts residents by providing job training & educational programs for adults & youth. @MayorOfLA @JoeBuscaino @CalSGC



Photo Tips

Consider pointers in this section when using photography to tell your project's story.

Quality

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation—use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

Everyone's a Photographer

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

Don't Have a Great Photo?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

Content

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

Remember

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!

STAY IN TOUCH!

Feel free to contact OPR's Deputy Director of External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at Emily.breslin@opr.ca.gov.

OPR'S NEWSLETTER AND RRGP LISTSERV

OPR Newsletter Sign Up: <https://opr.ca.gov/e-lists.html>

RRGP Listserv: <https://lp.constantcontactpages.com/su/36xr3ct/RRGP>

Follow us on social media and check our website regularly for new announcements and updates!

TWITTER

twitter.com/Cal_OPR

LINKEDIN

[linkedin.com/company/governor-s-office-of-planning-and-research/](https://www.linkedin.com/company/governor-s-office-of-planning-and-research/)

WEBSITE

opr.ca.gov

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Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Delegated Authorized Signatories:

1. **Name:** _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Document(s) Authorized to sign:

- All Grant Related Documents **or** Grant Agreement
- Grant Amendments Budget Amendments Reports
- Invoices Other _____

2. **Name:** _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Document(s) Authorized to sign:

- All Grant Related Documents **or** Grant Agreement
- Grant Amendments Budget Amendments Reports
- Invoices Other _____

Attachment 2: Work Plan

Project Name:

The Solano Bayshore Resiliency Project will build resilience to coastal flooding and sea level rise impacts by engaging a multi-stakeholder, multi-jurisdictional collaboration of diverse actors and the wider community in an adaptation planning and prioritization process to increase protection and stewardship of wetlands and habitat in the Suisun Marsh and the bayshore. The project partners include the Fairfield-Suisun Sewer District, Solano County, City of Suisun City, Greenbelt Alliance, Sustainable Solano, and the Solano Resource Conservation District. The Project includes five distinct tasks, which are set forth in the work plan (“the work plan”) included in the Proposal and incorporated into this Agreement by this reference as is fully set forth within.

High Level Activities	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timeline [Start and End Date]
TASK 1: Community Outreach		
Subtask A: Design/Launch a Solano County Sea Level Rise/Climate Resilience Initiative	Website Launch, Data and Knowledge Portal	July 2024 - October 2025
Subtask B: Social Media Campaign	# people reached - through numbers of social media follower	July 2024 - June 2026
Subtask C: Community Meetings	Online survey distributed to community members to identify community concerns and priorities for infrastructure adaptation	July 2024 - June 2026
Subtask D: Convene Regional Resiliency Roundtable	Monthly agendas and minutes	July 2024 - June 2026
TASK 2: Equitable Engagement		
Subtask A: Community Workgroups in Disadvantaged Communities	identifying attendees and distributing invitations, drafting agendas, creating and presenting meeting materials, moderating breakout groups, collecting feedback from	July 2024 - June 2026

	participants, and summarizing meeting minutes	
Subtask B: Youth Science Programming	Bi-annual summary reports from the Youth Science Program, identifying participants, understanding of local climate issues before- and after-programming, and how youth input was collected and incorporated into the project outcomes.	July 2024 - June 2026
TASK 3: Sea Level Rise Vulnerability Analysis		
Subtask A: Collaboratively Define Vulnerability Assessment Goals	Assessment goals	July 2024 - September 2024
Subtask B: Identify and Collect Data	Understand how sea level rise and flooding will affect local residents, businesses, natural, modified and managed wildlife resources, critical infrastructure, and delivery of essential community services	October 2024 - July 2025
Subtask C: Hazards Mapping and Asset Exposure	Sea Level Risk Vulnerability Assessment Report with maps and data sets to visualize the places, people, and ecosystems at risk in the Solano Bayshore project area	October 2024 - September 2025
TASK 4: Sea Level Rise Action Plan		
Subtask A: Sea Level Rise Action Plan Report	Climate Resilient District Feasibility Analysis	October 2025 - June 2026
TASK 5: Project Management & Coordination		
Subtask A: Solicitation for Technical Consultant	Request for Proposal	July 2024 - September 2024

Subtask B: Subawards to Co-Applicants	Contracts	July 2024 - September 2024
Subtask C: RRGP Evaluation Plans	Evaluation plans established	Ongoing
Subtask D: RRGP Reporting	Progress reports and major RRGP deliverables	Ongoing
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8 .		

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Attachment 3: Final Report

Regional Resilience Grant Program Final Report: FY 22-23
Grantee:
Grant Number:
Project Name:

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings, or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization's sustainability goals and strategies.
 - b. How they will advance the State's planning priorities and RRGp objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the RRGp's objectives.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the OPR can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

Case Study

8. Grantee(s) will produce a project case study documenting key project information, data, lessons learned, and effective practices gathered through this project. To facilitate knowledge exchange and advance community planning and capacity, at the end of the Grant Term applicants are responsible for submitting a narrative case study to OPR to reflect on and share project outcomes and lessons learned, how the project responds to climate change impacts, and any resources that helped along the way. Case studies will be reviewed and curated for possible inclusion in the [Adaptation Clearinghouse](#) to help support a community of practice across the state. (See [Appendix E: Work Plan](#) for more information). Grantees will receive technical assistance for support in developing case studies. (See [Program Technical Assistance](#) for more info)

Instructions:

- a. Write the case study in a narrative form using the below section headers, format and font for organization.
- b. The case study should be between 800-1000 words in total length.
- c. Provide responses for each header section – please don't combine or modify these. However, don't feel obliged to provide answers to all sub-bullets under each section header - only provide information for those that apply.
- d. Provide 1-3 graphics (photos, tables and charts, figures, etc. are welcome). Provide links as needed. Send these as separate jpg or png image files (high resolution preferred).
- e. To see examples of published Case Studies, visit: <https://resilientca.org/case-studies/>.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Attachment 4, Budget Detail Worksheet

Project Name:

High Level Activities	Budget Total
TASK 1: Community Outreach	\$25,935
TASK 2: Equitable Engagement	\$133,310
TASK 3: Sea Level Rise Vulnerability Analysis	\$310,888
TASK 4: Sea Level Rise Action Plan	\$80,000
TASK 5: Project Management & Coordination	\$51,000
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8 .	

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Attachment 5, Invoice

[TO BE PRINTED ON GRANTEE LETTERHEAD]

REGIONAL RESILIENCE GRANT PROGRAM FY 22-23
PLANNING GRANT INVOICE

Governor's Office of Planning and Research

Date: _____

Email required invoice documents to: [Department Grant Manager Name]

Invoice Number:	
Grantee Name:	Grant Number:
Project Name:	
Invoice Quarter:	(Start Date) (End Date)

Invoice Summary:

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Less 5% Retention</i>	
TOTAL reimbursement requested this Quarter	

Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/ Page #
1			
	Subtotal		
2			

		Subtotal	
3			
		Subtotal	
Travel			
		Subtotal	
Equipment			
		Subtotal	
Indirect			
		Subtotal	
		SUBTOTAL FOR THIS QUARTER	

Progress Report:

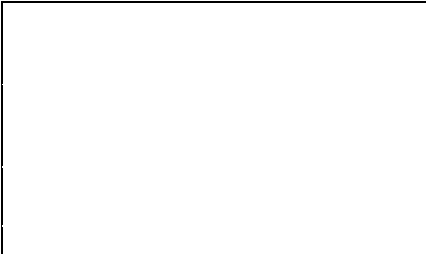
Work Plan Task #	Description of Work Performed
	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement above 10% cap |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Request reimbursement through another funding source | <input type="checkbox"/> Other not listed above: |

Comments:


THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	
	

DRAFT

PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE SOLANO BAYSHORE RESILIENCY PROJECT

This Partnership Agreement for the Collaborative Stakeholder Structure for the Solano Bayshore Resiliency Project (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between the Fairfield-Suisun Sewer District (“District” and the “Lead Applicant”), Solano County (“County” and a “Co-Applicant”), City of Suisun City (“City” and a “Co-Applicant”), and Greenbelt Alliance (“Alliance” and a “Co-Applicant”) (each a “Partner” and collectively the “Partners”).

General Terms and Conditions

A. Background and Recitals

1. Through the Regional Resilience Grant Program (RRGP), the Integrated Climate Adaptation and Resiliency Program (ICARP), housed in the Governor’s Office of Planning and Research (OPR), funds regional climate resilience efforts, including identifying climate resilience priorities, building capacity, and implementing projects, that respond to a region’s greatest climate risks.
2. The Partners, through the Lead Applicant, applied for and have been awarded RRGP grant funds to fund the project described in the Partners’ application, which application and award letter are collectively referred to as the “Proposal”, which are attached to and incorporated into this Agreement as Exhibit A. The project, described in the Proposal, will be referred to as the “Project” throughout this Agreement.
3. As the Lead Applicant, the District will enter into a Grant Agreement (“Grant Agreement”) memorializing the terms and conditions related to the OPR’s award of the grant funds. The Grant Agreement is incorporated into this Agreement as if fully set forth within.
4. OPR requires this Agreement to set forth the governance structure and terms of operation required to implement the Project including but not limited to, the expectations and responsibilities of the Partners, legal and financial terms, and community engagement and decision-making processes.
5. Through this Agreement, the Partners commit to work together to implement the Project. The Partners developed the Proposal with an understanding of the RRGP program requirements and are prepared to participate for the term of the Grant Agreement.
6. The Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted and ultimately approved Proposal, and the Partners agree to support the Project in their roles identified as Co-Applicants in the Proposal.
7. The Partners desire to enter into this Agreement to define the respective roles and responsibilities of the Partners, to establish a collaborative stakeholder structure for matters pertaining to the Grant Agreement, and the implementation of the work plan within the Project area within Solano County.

B. Proposal Overview

The Project will build resilience to coastal flooding and sea level rise impacts by engaging a multi-stakeholder, multi-jurisdictional collaboration of diverse actors and the wider community in an adaptation planning and prioritization process to increase protection and stewardship of wetlands and habitat in the Suisun Marsh and the bayshore. The Project includes five distinct

tasks, which are set forth in the work plan (“the work plan”) included in the Proposal and incorporated into this Agreement by this reference as is fully set forth within.

C. Roles and Responsibilities

1. *Lead Applicant*

As the Lead Applicant, the District commits to all duties and responsibilities corresponding to the lead applicant role in the Grant Agreement. The Lead Applicant is committed to the activities and deliverables of the Proposal, the requirements of the Grant Agreement, and the stipulations of this Agreement.

Lead Applicant commitments and responsibilities include, but are not limited to:

- a. Commitment to Co-Applicants
 - i. Commitment to work plan and implementation schedule; and
 - ii. Commitment to work collaboratively with the Partners.
- b. Roles and Responsibilities
 - i. Coordinating all components of the RRGP Grant through the OPR;
 - ii. Overseeing and coordinating the Project;
 - iii. Disbursing the RRGP Grant funds to Co-Applicants either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to OPR requirements and approval. Pursuant to the Grant Agreement, the Lead Applicant will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied;
 - iv. Procuring Lead Technical Consultant to execute portions of the Project;
 - v. Contract with Solano Resource Conservation District to lead the in-class and field trip elements of Youth Science Program;
 - vi. Submitting all invoices and associated summary reports, and annual reports to the RRGP Program staff;
 - vii. Participating in regular check-in meetings with RRGP staff; and
 - viii. Achieving and monitoring goals and associated indicators as defined by the RRGP Proposal and the RRGP Grant Guidelines.

2. *Co-Applicants*

- a. The Co-Applicants will comply with the terms of the Grant Agreement to the extent applicable to the Co-Applicant’s activities under this Agreement.
- b. Co-Applicants are responsible for implementing the specific strategies attributed to them in the work plan, incorporated into this Agreement by this reference as if fully set forth within, and the tasks set forth below, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall work plan.
- c. As identified in the Proposal, the Co-Applicants are responsible for the Project tasks set forth below.

- i. Solano County
 - a) Participate in Project meetings;
 - b) Provide technical input to all Project tasks;
 - c) Collect and manage Project data (including hiring technical consultants) to conduct analysis supporting the San Francisco Estuary Institute’s Seal-Level Rise and Shallow Groundwater Future Condition Mapping; and
 - d) Provide Lead Applicant with progress reports documenting work performed and discussing how that work relates to specific deliverables outlined in the work plan.
- ii. City of Suisun City
 - a) Participate in Project meetings;
 - b) Provide technical input to Project Tasks 2 (Equitable Engagement) and 3 (Sea Level Rise Vulnerability Assessment); and
 - c) Provide Lead Applicant with progress reports documenting work performed and discussing how that work relates to specific deliverables outlined in the work plan.
- iii. Greenbelt Alliance
 - a) Participate in Project meetings;
 - b) Provide technical input to Project Task 2 (Equitable Engagement);
 - c) Project manage community workgroups (including hiring local community-based organizations like Sustainable Solano), including distributing invitations, creating, and presenting meeting materials, moderating breakout groups, collecting feedback, and summarizing results; and
 - d) Provide Lead Applicant with progress reports documenting work performed and discussing how that work relates to specific deliverables outlined in the work plan.

3. *RRGP Collaborative Stakeholder Structure*

- a. General. The Solano Bayshore Resiliency Roundtable (Roundtable) will serve as the foundation of the collaborative stakeholder structure. All Partners will attend and regularly participate in monthly Roundtable meetings, where progress will be reviewed, and direction will be decided.
- b. Meetings. Project team meetings between the Partners will be held monthly, at a minimum, during or after regularly-scheduled Roundtable meetings. Additional meetings will be held as-needed. Parties agree to regularly participate in Project meetings to help guide the direction of the project.
- c. Documentation. Each Co-Applicant will document all actions taken by the Co-Applicant related to the Project and provide copies of the documentation to the Lead Applicant for retention in compliance with the requirements specified in Exhibit C, Sections 4 and 5 of the RRGp Grant Agreement.

- d. Decision-Making and Dispute Resolution. To the extent possible, decisions will be made by consensus with all Partners agreeing to a decision. Should consensus not be attained, then decisions will be made by a majority of the Partners. When in doubt, the RRGP Proposal shall be consulted to determine what was originally intended when the application was reviewed by OPR.

D. Legal and Financial Considerations

1. Legal Relationship. The Partners are independent contractors and not an agent, officer or employee of any other Partner. The Partners mutually understand that this Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. The Partners shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.
2. Financial Relationship. The Lead Applicant will be responsible for fiscal administration required by the Grant Agreement, including managing grant funds in accordance with OPR regulations, policies and guidelines. The Lead Applicant is responsible for submitting all reports received from the Co-Applicants to RRGP staff and additional funding agencies, bookkeeping, accounting, and grant compliance services. Each Co-Applicant will be responsible for providing monthly progress reporting on scope and budget, or as otherwise requested by Lead Applicant, in order to meet all obligations of the RRGP Grant Agreement.

E. Equal Opportunity

The Lead Applicant and Co-Applicants are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The Lead Applicant and Co-Applicants will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The Lead Applicant will take prompt and effective remedial action upon discovery of such conduct.

F. Miscellaneous Provisions

1. Term. The term of this Agreement shall begin on the date that all Partners have signed the Agreement and end on upon completion of the Project and payment of the last invoice, unless otherwise terminated pursuant to the Agreement (hereafter referred to as "Grant Term"). All work outlined in the Project must be completed within thirty months of Lead Applicant executing the Grant Agreement. All grant funds must be expended by September 30, 2026.
2. Indemnification. To the fullest extent permitted by law, the Partners shall defend, indemnify, and hold harmless the other Partners from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from any negligent act or omission of the indemnifying Partner, the Partner's sub-contractors or anyone directly or indirectly employed by the Partner in the performance of the Partner's obligations under this Agreement. The Partners' responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this

Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

3. Modifications. This Agreement may be revised during Post-Award Consultation or upon written agreement of the parties to comply with all administrative, statutory, and RRGF requirements.
4. 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, WHEREOF, the Partners have executed this Agreement on the date first stated above.

Lead Applicant:

Fairfield-Suisun Sewer District
Jordan Damerel
Assistant General Manager/District Engineer
Co-Applicant 1:

Solano County
<signatory>
<title>
Co-Applicant 2:

City of Suisun City
<signatory>
<title>
Co-Applicant 3 Signature Line

Greenbelt Alliance
Amanda Brown-Stevens
Executive Director
Greenbelt Alliance

Exhibit A

Solano Bayshore Resiliency Project Proposal (“Proposal”)

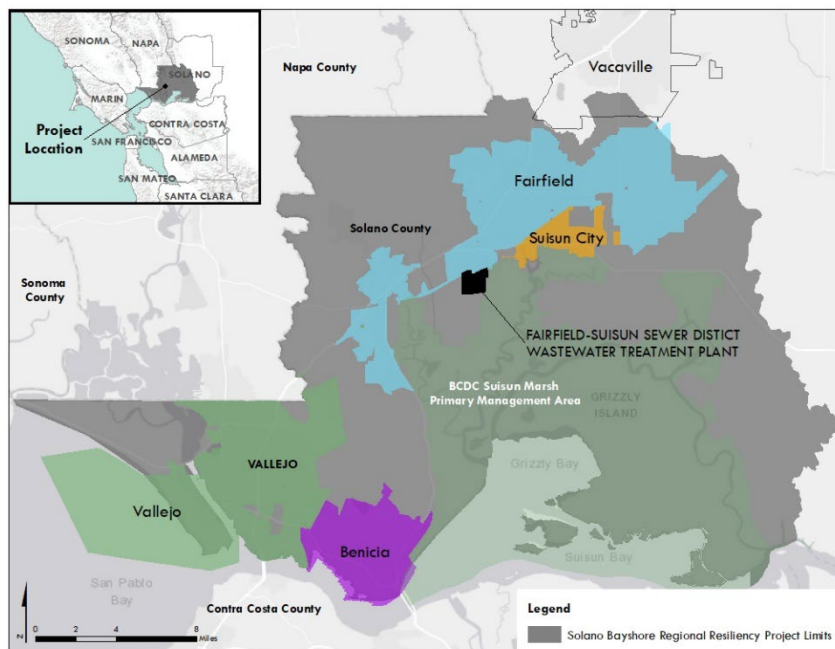
Fairfield-Suisun Sewer District - Solano Bayshore Resiliency Project

Submitted to [CA Gov. OPR - Regional Resilience Planning & Implementation Grant Program - Regional Resilience Grant Program \(2023\) - Main Application](#) on Tue, Aug 29, 2023 3:15 PM

Project Region

Describe The Project's Region

The project is in Solano County within the San Francisco Bay Regional Water Quality Control Board's boundary, including the bayshore stretching between the City of Vallejo and the eastern boundary of the Suisun Marsh. This area includes critical utility and transportation infrastructure, including the Travis Air Force Base, and socially vulnerable communities that will face major threats as a result of sea level rise, flooding, and wildfire impacts to the area. This project will identify potential structural and non-structural adaptation solutions (including green, green-gray, and gray infrastructure alternatives) to reduce flood and sea level rise risk to critical infrastructure and built assets like the Amtrak Capitol Corridor, Interstate Highway 80, State Route 12, the Travis Air Force Base, and low-lying water, stormwater, and sewer utilities. Identified solutions will also seek to deliver enhanced habitat, migration corridors, and healthier ecosystem services for the area's fish and wildlife. By further enhancing the Suisun Marsh, the largest contiguous brackish water marsh remaining on the west coast of North America, this project will benefit more than 10 percent of the remaining natural wetlands in California, in an area that provides essential habitat for hundreds of species along the Pacific Flyway.



Disadvantaged Community (DAC) Set-Aside Eligibility

Do Disadvantaged Communities (DACs) Make Up At Least 51% Or Your Project Applicants' Combined Jurisdiction By Census Tracts Or Population?

No

Project Description & Goals

Briefly And Clearly Describe (1) The Project, (2) Who The Project Serves, And The (3) Expected Project Outcomes.

Project Description. The Solano Bayshore Resiliency Project will build resilience to coastal flooding and sea level rise impacts by engaging a multi-stakeholder, multi-jurisdictional collaboration of diverse actors and the wider community in an adaptation planning and prioritization process to increase protection and stewardship of wetlands and habitat in the Suisun Marsh and the bayshore. This project will set a local and regional precedent for how local residents and government agencies work together to identify and prioritize nature-based adaptation projects to reduce coastal hazard risks to the area's most vulnerable communities and vital assets through approaches that will bolster the health and long-term vitality of Solano County's coastal ecosystems.

Example quotes and links to local, regional, and state plans, programs, and policies are included below to demonstrate alignment with this project's activities and objectives.

Who the project serves. The communities where the project will take place include 4 incorporated cities (Vallejo, Fairfield, Suisun City, and Benicia) and 4 unincorporated communities (Birds Landing, Cordelia, Collinsville, Green Valley). Approximately 70% of Solano County's population live within the project area boundary, meaning that this effort aims to build the adaptation capacity and future stewardship opportunities for approximately 330,000 residents with the potential to benefit almost 56,000 people living in designated Disadvantaged Communities. The California Senate Bill (SB) 535 Disadvantaged Communities ([SB 535 DAC](#)) Census Tracts (population) within the project area include: 6095253500 (10,676), 6095252402 (5,549), 6095252502 (2,106), 6095250801 (4,135), 6095250701 (3,529), 6095251000 (2,654), 6095250900 (2,654), 6095251200 (3,663), 6095251500 (4,326), 6095251600 (2,580), 6095251802 (2,770), 6095251901 (5,119), 6095251902 (6,173).

The project will directly engage and benefit people living in the Solano Bayshore Region by improving long-term planning and preparedness for sea level rise, particularly in the cities of Fairfield, Vallejo, and Suisun City, that are predicted to experience severe consequences from sea level rise in the coming years and decades. In addition to residents, the project will improve resiliency planning and coordination within multiple local, regional, and county government and non-government agencies identifying those locations with shared infrastructure vulnerabilities where coordinated planning and project development can leverage cost and coordination efficiencies. Community partners are both part of and leading the project team receiving funding through the grant. In addition to direct stipends to individual participants from disadvantaged communities, a sub-grant program will be available to enable community partner participation.

Expected project outcomes. The Solano Bayshore Resiliency Project will initiate a collaborative adaptation planning process to develop a Sea Level Rise Vulnerability Analysis and Action Plan that identifies nature-based solutions to climate hazards impacting the project area. Initially focusing on sea level rise and flooding, this work will build on past studies to further investigate the feasibility of nature-based solutions like living levees and wetland migration areas, to both conserve and/or restore ecosystems while reducing flood risks. The project outcomes include:

Outcome 1: Diverse stakeholder collaboration. Engage the existing '[Solano Bayshore Resiliency Roundtable](#)'—made up of key local partners representing public agencies, community members, non-profits, and academic institutions—to serve as a project advisory board and enable coordination across key agencies, representing multiple interests and diverse audiences. Work with local communities to evaluate different options for nature-based coastal adaptation projects through an equity lens while optimizing benefits to marsh wildlife and ecosystem health.

Outcome 2: Education & community engagement. Establish 'Community Working Groups' and a 'Community Sub-Grant Program' to bolster public awareness of climate threats and build local capacity for planning nature-based solutions to climate impacts, including community development of evaluation criteria for selecting projects. Communities include 4 incorporated cities and 4 unincorporated communities, which together include 13 state-designated disadvantaged census tracts.

Outcome 3: Identify sea level rise vulnerabilities. Improve upon existing studies with comprehensive and inclusive assessments to understand how sea level rise and flooding will affect local residents, businesses, natural, modified and managed wildlife resources, critical infrastructure, and delivery of essential community services.

Outcome 4: Identify nature-based solution pipeline projects. With the Community Working Groups and the Solano Bayshore Resiliency Roundtable, identify and prioritize multi-benefit adaptation strategies that address vulnerabilities and improve ecosystem and habitat health, with recommendations to overcome project implementation hurdles, including a feasibility analysis to provide long-term funding through creating of a Climate Resiliency District.

Key Project Deliverable: Through the Solano Bayshore Resiliency Roundtable, Community Working Groups and Community Sub-Grants, the project team will produce a Sea Level Rise Vulnerability Assessment and Action Plan that equitably identifies six (6) high priority nature-based solution project concepts.

Demographic information about the community(ies) served is summarized in the table below:

Communities	Cities				Unincorporated Communities			
	Fairfield	Vallejo	Suisun City	Benicia	Birds Landing	Cordelia	Collinsville	Green Valley
Race/Ethnicity								
People of Color*(%) (1)	78%	77%	72%	34%	60%	58%	60%	35%
Total Population (2)	119,881	126,090	29,518	27,131	NA	NA	NA	1,654
American Indian and Alaska Native (2)	1,568	1,426	501	168				6
Asian (2)	22,447	29,723	5,837	3,260				107
Black or African American (2)	17,866	25,133	5,604	1,378				38
Hispanic or Latino (2)	36,723	35,835	8,585	4,008				168
Native Hawaiian and Pacific Islander (2)	1,301	1,343	379	113				4
Not Hispanic or Latino (2)	33,265	26,440	6,854	16,121				1,252
Some other race (2)	19,549	22,107	3,954	1,048				27
Two or More Races (2)	18,240	15,907	4,833	4,042				175
White (2)	38,910	30,451	8,410	17,122				1,297
Poverty Rate* (2)	12.3%	13.0%	9.8%	5.1%				4.3%
Low Income %*(1)	38%	44%	36%	17%	60%	6%	60%	7%
Annualized Unemployment Rate*(1)	9%	11%	10%	5%	0%	4%	0%	3%

*Input percentages not percentiles, NA = Not Available

(1) source: EPA's EJ Screen, see accompanying summary report uploads

(2) source: [US Census Data](#)

[EPA EJ Screen All Cities and Communities](#)

The project aligns with activities and objectives within local, regional, state and national plans, programs, and policies.

At the local level, in 2011 Solano County adopted the [Climate Action Plan and Sea Level Rise Strategic Program](#). The 2011 Sea Level Rise Action Plan includes recommendations and next steps the [Solano Bayshore Resiliency Roundtable](#) is pursuing and collaboratively working to find funding to address, specifically: (1) updating the identified sea level rise planning area with new projections (Figure 21), (2) ground truthing and assessing vulnerability and risk with high resolution topography and bathymetry (The Next Steps in Table 19. 'Adaptation' Actions for Vulnerable Shoreline Uses'), (3) collaborating regionally for sea level rise planning (pg 4-14). County Planning is currently updating the County's General Plan based on recent legislation (SB379, SB1035, and others) focusing on climate change adaptation and resilience requirements.

Also at the local level, a planning effort is currently underway for the [Military Installation Resilience Review \(MIRR\) Program for Travis Air Force Base](#) to identify the risks, hazards, and vulnerabilities

of the region's infrastructure which supports Travis Air Force Base. The project described in this proposal is complementary to these efforts and will ensure a more comprehensive community-based approach to shoreline adaptation that prioritizes ecosystem restoration and conservation while the MIRR effort is primarily focused on adapting gray infrastructure. Representatives from the [Solano Bayshore Resiliency Roundtable](#) are also participating in the MIRR which will further ensure consistency between these efforts.

[Fairfield-Suisun Sewer District's Resilient & Green Master Plan](#) also identifies a diversity of multi-benefit and nature-based projects that promote sustainability, equity, and climate resilience aligned with future development in the project area.

In addition **City specific Climate Action Plans, for example in [Suisun City](#) and [Vallejo](#)**, and the **Solano [County Multi-Jurisdictional Local Hazard Mitigation Plan](#)** call for municipal participation in regional climate change adaptation efforts like this project.

At the regional level this project supports goals identified in the [2022 San Francisco Estuary Blueprint \(Comprehensive Conservation and Management Strategy Plan - CCMP\)](#) for resilience planning, adaptation implementation, wetland health, and equitable access. Including specific Estuary Blueprint Objectives to (1) "Increase resiliency of communities at risk from climate change impacts while promoting and protecting natural resources" and (2) "Promote integrated, coordinated, and multi-benefit approaches to increasing resilience" and Actions to (1) "Plan for increased climate resilience that incorporates natural resource protection" and (2) "Overcome challenges to accelerate implementation of climate adaptation projects that prioritize natural and nature-based strategies".

The project directly supports three of the five critical recommended strategies from the regional San Francisco [Baylands Goals Update](#) (2015), including 'Increasing coordination among baylands stakeholders', 'Creating plans that factor in ecological outcomes', 'Engaging the citizenry'.

[Greenbelt Alliance identified Fairfield-Suisun as a priority Resiliency Hotspot](#) (2023) through an in-depth, data-driven, and community-informed process. <https://www.greenbelt.org/hotspots/>

At the state level, the project supports the '[State Agency Sea-Level Rise Action Plan for California](#)' (2022) through consistency with the seven principles to "guide unified, effective action toward sea level rise resilience" and the long-term goals of the Action Plan, specifically: (1) by funding an adaptation plan for the Solano Bayshore region, (2) with the goal of leading to project implementation, (3) including pathways to resiliency to 3.5' by 2050 and 6.0' by 2100, (4) integrating and prioritizing equity and social justice, and (5) prioritizing nature-based solutions as feasible (pgs.6-8).

At the national level, the project supports the implementation of nature-based shoreline adaptation solutions, aligned with [EPA Strategic Plan](#) (2022) Goal 1 (Tackle the Climate Crisis), and Objective 1.2 (Accelerate Resilience and Adaptation to Climate Change Impacts). Collaboration with projects working to improve the resilience of underserved communities contributes to EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), and Objective 2.1 (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

Community Partnership, Needs & Priorities

Briefly And Clearly Describe (1) What The Community's Needs And Priorities Are, (2) Who Identified The Community's Needs And Priorities And How, (3) How The Community's Needs And Priorities Informed The Project Design, And (4) The Project's Community Engagement And Partnership Plan.

What the community's needs and priorities are. With input from diverse multi-stakeholder representatives in the [Solano Bayshore Resiliency Roundtable](#), the following community priorities were identified and adopted in the group's shared [Charter](#):

1. Ensure that vulnerable communities are prioritized in project implementation
2. Build capacity for community and organizations to plan and implement adaptation projects
3. Improve the health of the Suisun Marsh and San Francisco Bay and seek to incorporate nature-based solutions in all projects

The project considers and plans to address community inequities while building resilience in built, natural and social systems by incorporating Community Outreach (Task 1) and Equitable Engagement (Task 2) as foundational elements of the proposed project. This project will also identify potential structural and non-structural adaptation solutions (including green, green-gray, and gray infrastructure alternatives) to reduce flood and sea level rise risk to critical infrastructure and built assets like the Amtrak Capitol Corridor, Interstate Highway 80, State Route 12, the Travis Air Force Base, and low-lying stormwater and sewer utilities. Identified solutions will also seek to deliver enhanced habitat, migration corridors, and healthier ecosystem services for the area's fish and wildlife. The final plan, produced with robust community input, will feature six (6) priority nature-based solution project concepts that prioritize public access to nature, especially for getting youth outdoors, and increasing resilience of surrounding socially vulnerable populations.

Who identified the community's needs and priorities and how. The project was identified as a priority by the [Solano Bayshore Resiliency Roundtable](#), which collaboratively identified the proposed goals, activities, tasks, and deliverables described in this proposal. Our Roundtable project team includes key partners or stakeholders that will be engaged in the project and represent over 12 entities with the potential to equitably engage and benefit thousands of households in historically disadvantaged and marginalized communities in Solano County. Our team includes: Cities: City of Suisun City, City of Vallejo, City of Fairfield; Not-for-profits: Sustainable Solano, Greenbelt Alliance, Solano Land Trust; Wastewater Providers: Vallejo Flood and Wastewater District, Fairfield-Suisun Sewer District; Resource Managers: Solano Resource Conservation District, Suisun Resource Conservation District; County: Solano County, Solano Transportation Authority; Citizens and Elected Officials; State and Regional Organizations/Agencies: Bay Conservation Development Commission, San Francisco Estuary Institute.

The Roundtable has met monthly since November 2022 with the purpose of learning about each other's work, brainstorming and developing potential collaboration ideas, and jointly pursuing

funding opportunities. The community needs and priorities were identified through collective conversation, surveys, and jointly writing this Solano Bayshore Resiliency Project proposal.

How the community's needs and priorities informed the project design. Three examples of work that significantly informed the project design include the [San Francisco Bay Shoreline Adaptation Atlas](#) (2019) that identified nature-based adaptation opportunities in the project area. A [Solano Land Trust analysis identified priority areas for providing equitable access to the outdoors](#) (2023) within the project area. And finally, a [Greenbelt Alliance Resiliency Hotspot analysis](#) (2023), identified parts of our project area that stand to lose the most in the face of sea level rise related flooding. These three needs and priorities - for nature-based adaptation solutions, equitable access to the outdoors, and sea level rise resiliency - were foundational to the project design.

This project will engage community voices in project development and implementation - not just those involved in the community partnership structure - by establishing Community Working Groups with direct decision-making authority, hosting Community Meetings, conducting resident surveys, launching a website and social media campaign to reach diverse audiences across the project area to provide input on the plan development.

Solano County is one of the last counties in the 9 county San Francisco Bay Area to conduct a comprehensive Sea Level Rise Vulnerability Analysis and Adaptation Action Plan. The community we have engaged with so far, strongly supports the proposed efforts.

The project's community engagement and partnership plan. Proposed Tasks 1 and 2 of this project will substantially expand upon and initiate a community engagement process to refine, update, and revise as necessary the community needs and priorities and outline the project's community engagement and partnership plan.

TASK 1. COMMUNITY OUTREACH will increase equitable access of information to the diverse communities in the project area by making written, social media, and website materials available in Tagalog, Spanish, and English. Subtasks include:

- Launching a 'Solano County Sea Level Rise Resilience Initiative' with a shared website featuring articles from local journalists and a portal to access shared data sets and knowledge products;
- Conducting a Social Media Campaign, with outreach via instagram, facebook, and Nextdoor over the 2-year grant period, led by community partner Greenbelt Alliance;
- Hosting quarterly Community Meetings, rotating between each of the 4 cities and unincorporated areas within the project area (Vallejo, Suisun City, Benicia, and Fairfield), with honorariums for participants (10 Community Meetings Total); and
- Convening and facilitating the [Solano Bayshore Resiliency Roundtable](#) as a Technical Advisory Group to oversee and advise on project activities.
- Online survey distributed to community members to identify community concerns and priorities for infrastructure adaptation.

TASK 2. EQUITABLE ENGAGEMENT will create a diversity of pathways for community members in disadvantaged communities and youth, often underrepresented in infrastructure planning processes, to actively engage in decision making by voting on specific aspects of project and policy development details. Subtasks include:

- Convening two Community Workgroups within Disadvantaged Communities across the project area, with honorariums for participants. Workgroup activities will include collaboratively defining vulnerability assessment and action plan goals, contributing to the prioritization framework, and commenting on nature-based solution project designs; and
- Engaging middle and high school age youth through a Youth Science Program led by community partners at the Solano Resource Conservation District and Sustainable Solano. The program will include youth internships, field trips, and in-class curriculum about sea level rise and resiliency. Youth participants will have the opportunity to vote on specific aspects of project and policy development details.

Community Engagement + Partnership Plan (Optional)

Will Your Application Include An Optional Community Engagement + Partnership Plan?

No. We described our community engagement + partnership efforts in our response to the "Community Partnership, Needs & Priorities" section.

Climate Risks and Multiple Benefits

Briefly And Clearly Describe (1) The Region's Greatest Climate Risks, (2) Whether The Application Addresses The Region's Greatest Climate Risks, (3) The Methods The Project Will Use To Address The Climate Risks, And (4) The Multiple Benefits The Project Offers.

The region's greatest climate risks. In Solano County, climate change and resulting sea level rise is expected to increase occurrences and severity of storm events, causing additional coastal flooding and saltwater intrusion ([SLRSP, 2011](#)). In addition, rising temperatures may increase the likelihood of water and energy supply shortages, increased wildfire risk, habitat loss and species endangerment, declining agricultural production and changes in crops, and the distribution of diseases and other public health problems ([SLRSP, 2011](#)). The [Bay Conservation and Development Commission conducted a bay-wide sea level rise vulnerability study](#) (2020) and identified numerous locations and assets vulnerable to sea -level rise related flooding as early as 2030 in the project area. Impacts to transportation, vulnerable communities, future growth areas, and natural lands are predicted within two focus areas (Vallejo and Mare Island, Suisun City and Fairfield) and two areas of impact (Grizzly Island Road and I-680 at Oakridge Lane) within the project area (see attached Figure 3-3). Sea level rise and increasing salinity risk wetland loss and degradation, would not only increase flood risk to communities like Suisun City and other shoreline infrastructure, but also impact the Suisun Marsh's ability to support a thriving ecosystem.

The region's greatest climate risks align with all the risks the RRGP addresses (drought, flood, extreme heat events, increasing temperatures, sea level rise, wildfire).

Whether the application addresses the region's greatest climate risks. The scope of the climate risks addressed by this project are focused on sea level rise related impacts, including linkages to freshwater and shallow groundwater flooding. The Solano Bayshore Resiliency Roundtable representatives agreed that for our collective region sea level rise adaptation is the highest priority.

The project will maximize resilience by collaborating to identify multi-benefit projects that simultaneously address numerous transportation, community, development, and natural land vulnerabilities. Without this coordinated cross-sector effort, each agency and entity will implement independent projects without the benefit of addressing numerous shared sea level rise vulnerabilities through collective projects. Roundtable participants are optimistic that this collective approach is an efficient and cost-effective strategy that will result in addressing multiple, interconnected regional climate risks, beyond just sea level rise.

Methods the project will use to address the climate risks include building adaptive capacity in our community (Tasks 1 and 2) and producing a Sea Level Risk Vulnerability Assessment Report (Task 3, with assessment goals, maps and data sets to visualize the places, people, and ecosystems at risk in the Solano Bayshore project area) and a Sea Level Action Plan Report (Task 4, with assessment goals, suite of potential structural and non-structural solutions, project prioritization framework with up to 40 projects and/or policies identified.)

TASK 3. SEA LEVEL RISE VULNERABILITY ASSESSMENT improves upon existing studies to understand how sea level rise and flooding will affect local residents, businesses, natural, modified and managed wildlife resources, critical infrastructure, and delivery of essential community service. Subtasks include:

- Collaboratively defining vulnerability assessment goals through the Roundtable, Community Meetings, Workgroups, and Youth Programming;
- Identifying and collecting data to create a uniform data set across the project area
- Adding Solano County to the San Francisco Estuary Institutes [Future Sea-Level Rise and Shallow Groundwater Future Condition Mapping](#); and
- Conducting hazard mapping and asset exposure predictions, including producing exposure maps.

TASK 4. SEA LEVEL RISE ACTION PLAN to identify and prioritize multi-benefit adaptation strategies that address the vulnerabilities identified in Task 3. Project identification, prioritization, and concept design will be completed through a community co-design process with input from our diverse community engaged in Task 1 and Task 2. Subtasks include:

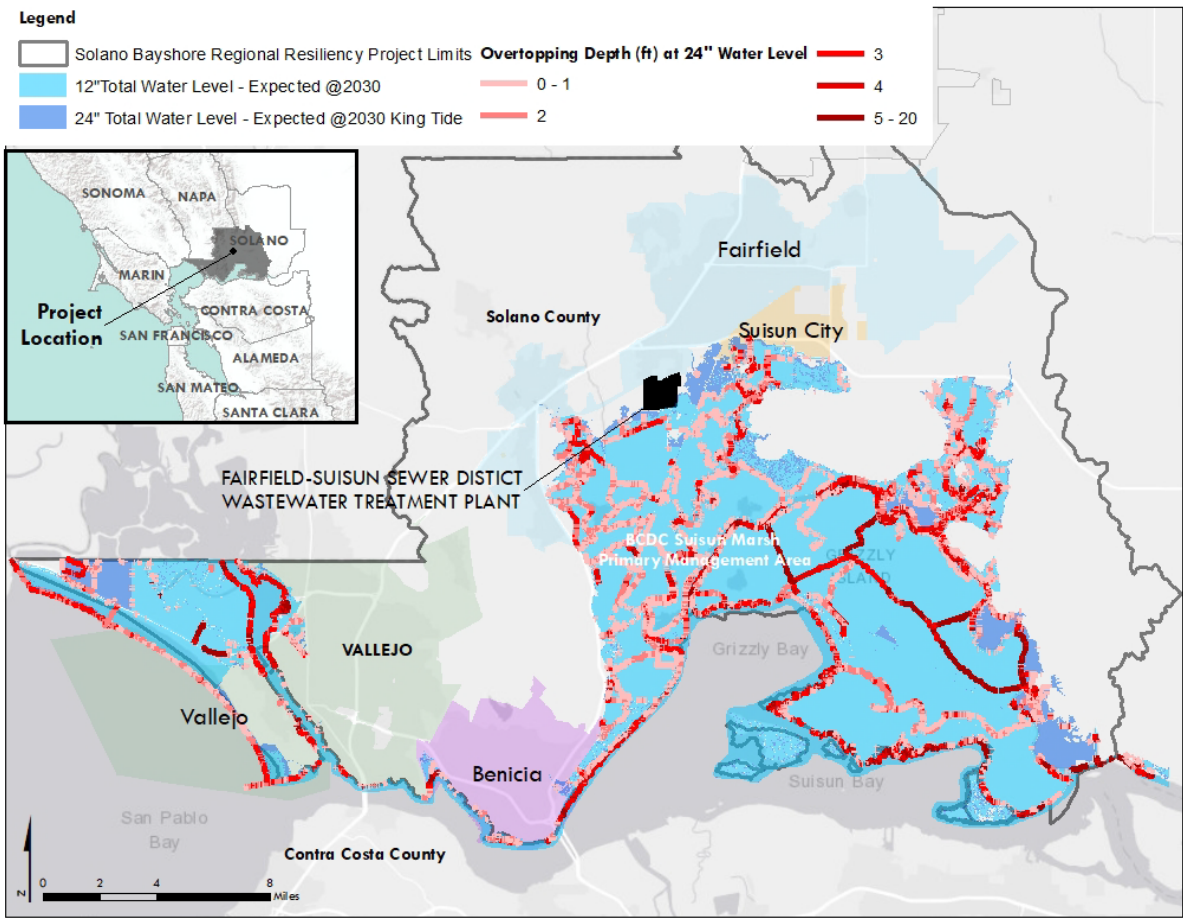
- Collaboratively defining action plan goals through the Roundtable, Community Meetings, Workgroups, and Youth Programming;
- Identifying a suite of adaptation solutions to address vulnerabilities, including green, green-gray, and gray infrastructure alternatives;

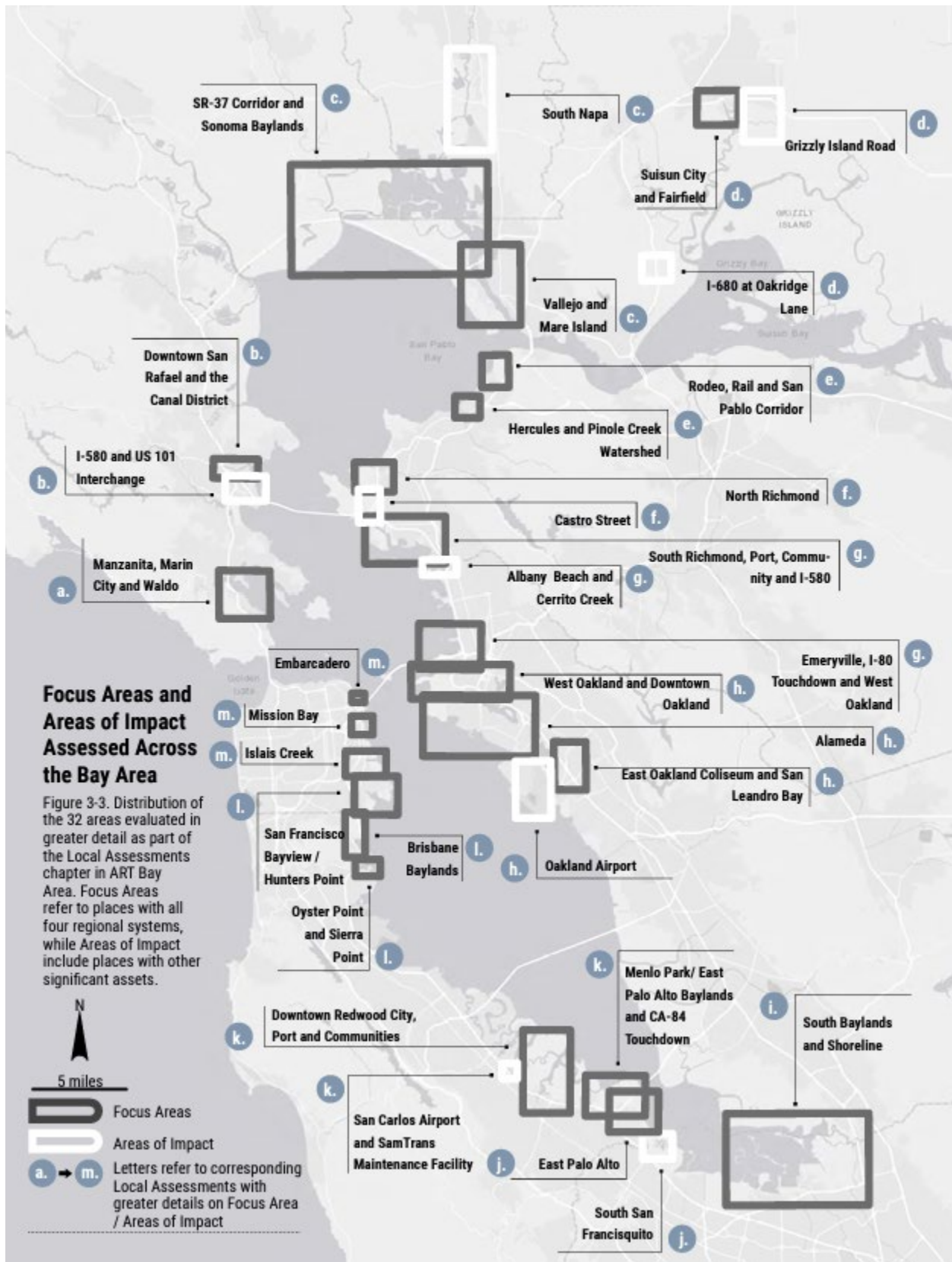
- Proposing place-based adaptation solutions with community input and buy-in, using a prioritization framework, and spanning both policy and project specific actions;
- Recommending project Funding/Financing pathways, including a climate resiliency district feasibility analysis, and strategies for Monitoring & Adaptive Management
- Of the identified solutions, develop six (6) Nature-based Solution Project Concepts to a 5% level of design development

The multiple benefits the project offers. The project is expected to benefit communities in the project area by identifying projects to increase long-term resiliency to sea level rise related impacts with projects that benefit both people and nature. Benefits to people will accrue through reduced risk from flooding and increased access to the outdoors. Benefits to nature are expected to accrue by prioritizing nature-based solutions, including in the Suisun Marsh which comprises approximately 85,000 acres of tidal marsh, managed wetlands, and waterways in southern Solano County and is the largest remaining wetland around San Francisco Bay and includes more than ten percent of California's remaining wetland area. The marsh is a wildlife habitat of nationwide importance and it plays an important role in providing wintering habitat for waterfowl of the Pacific Flyway. Because of its size and estuarine location, it supports a diversity of plant communities that provide habitat for a variety of fish and wildlife, including several rare and endangered species. By identifying multi-benefit nature-based adaptation projects expected to further enhance the Suisun Marsh, this project will benefit more than 10 percent of the remaining natural wetlands in California, in an area that provides essential habitat for more than 221 bird species, 45 mammal species, 16 different reptilian and amphibian species, and more than 40 fish species along the Pacific Flyway.

A prioritization framework of climate actions will be produced as part of the project, and will include benefits toward vulnerable communities.

One of the benefits from the proposed project approach is the convening of our cross-cutting collaboration with representatives with decision making authority over managing critical assets that span the water, sewer, storm, and transportation sectors, for example. That means that the process and outcomes will directly inform place-based capital and community planning and infrastructure investment decisions. Another benefit of the project is its direct engagement with traditionally underrepresented parts of our community to create equitable outcomes and progress towards environmental and social justice.





Regional Partnership

Briefly And Clearly Describe (1) The Regional Partnership Structure (I.E., Who Are The Applicants And Co-Applicants) And (2) Partner Responsibilities And Long-Term Goals.

The regional partnership structure. The project’s regional partnership structure is led by the [Solano Bayshore Resiliency Roundtable](#) (Roundtable). Participation in the Roundtable is open to any interested person or organization. Regular participants represent municipalities, community-based organizations, resource managers, citizens and elected officials, academic institutions, and regulatory agencies. The Roundtable includes more than two eligible entities whose combined jurisdiction enhances our effectiveness to respond to high priority climate risks in the region. For example, Sustainable Solano has been leading community outreach about climate resilience across our region which complements Roundtable representation of vulnerable water, storm, sewer, transportation infrastructure, from the Solano County Water Agency, Fairfield-Suisun Sewer District, Vallejo Flood and Wastewater District, and the Solano Transportation Authority.

Our current combination of regional partners reflect different interests in the community, for example land stewardship and agricultural interests represented by the Solano Land Trust and Solano Resource Conservation District, increasing regional resiliency to a changing climate represented by Greenbelt Alliance, academic research represented by University of California Davis, and local climate and environment planning and policy work represented by participation from the Mayor of Suisun City. Through the proposed tasks described in this proposal, we expect to further expand and enhance representation of our diverse community.

The regional partners collaborating on the project have a long track record of delivering essential services, engaging disadvantaged communities, and managing natural resources across the region. For example, [Fairfield-Suisun Sewer District \(FSSD\)](#) is a wastewater special district serving approximately 150,000 customers in Central Solano County. The District safeguards public health and helps protect the Suisun Marsh. Over several decades, the District has evolved from a technical engineering entity to a valuable resource manager, partner in local economic development, and active member of the watershed community. The District has taken numerous actions to shift traditional thinking about the way wastewater utilities are run. The District’s [Resilient & Green Master Plan](#) continues this forward-thinking approach. [City of Suisun City’s](#) waterfront location has drawn people to this special place for centuries, but rising seas pose a near-term threat to the city itself, as well as to its neighboring wetland and marsh habitats. While the areas south of Highway 12 will have to contend with sea level rise sooner than the rest of the city, the impacts to transportation, services, and housing will send shocks throughout the region—affecting low-income and housing-insecure people the most. [Sustainable Solano](#) and [Solano Resource Conservation District](#) are well respected organizations with people and programs benefiting communities across Solano County. [Greenbelt Alliance’s](#) mission is to educate, advocate, and collaborate to ensure the Bay Area’s lands and communities are resilient to a changing climate. All our teams bring extensive and mission-driven experience to this effort.

Additional key partners and stakeholders will be engaged throughout the project to ensure long-term success and future implementation of the pipeline projects. The diverse perspectives and

interests represented in the Roundtable will facilitate engagement and capacity building with disadvantaged communities in our project area, through the specific strategies described in Tasks 1 and 2.

Partner responsibilities and long-term goals. *The Solano Bayshore Resiliency Project* demonstrates a high level of alignment among diverse management, restoration, and regulatory entities towards shared goals regarding more frequent and effective implementation of nature-based approaches to bayland climate resilience. Co-applicants include those providing match funding, in addition to those that will be directly involved in implementing the project. FSSD will manage the overall project as described in Work Plan Task 5.

TASK 5. PROJECT MANAGEMENT & COORDINATION contributes to achieving all four (4) of the project outcomes. The Fairfield-Suisun Sewer District will:

1. Provide technical oversight of the project and ensure the full scope of work is completed on-time and within the grant budget.
2. Implement quality assurance and quality control procedures for deliverables that are produced.
3. Convene regular progress calls (assume 1-hour meeting every 2 weeks at a minimum), and occasional in-person meetings with project partners, contractors and sub-grantees. These meetings will allow the team to review project progress, explore issues, identify resolutions, and provide recommendations regarding the project design.
4. Facilitate a project kickoff meeting to review the scope of work, discuss big-picture goals, and define roles and responsibilities. Where necessary, the District will hold specific meetings to explore specific information, assumptions, or processes.
5. Prepare progress reports that detail the project performance.

The project's regional partnership structure is lead by the [Solano Bayshore Resiliency Roundtable](#) (Roundtable) whose agreed upon goals, [memorialized in our shared charter](#), are to:

1. Coordinate efforts to:

- Expedite development of critical climate adaptation projects;
- Seek innovative solutions that realize economies of scale that integrate each others' interests;
- Secure the health of the Solano Bayshore for the long-term benefit of people and nature.

2. Maximize opportunity for:

- Funding;
- Information sharing and collective data management;
- Awareness about each others' projects.

3. Be adaptation leaders

- Serve as an example for how to do sub-regional work and advance our collective agendas.

Roundtable participants are committed to equity, self-governance, and sustaining the partnership beyond the grant term.

Metrics that will be monitored to evaluate the project effectiveness include:

1. # people reached - through numbers of social media followers; Community Meeting attendees; unique website visitors; participants in the Solano Bayshore Resiliency Roundtable, Community Workgroups, and Youth Science Programming; marketing campaign audience reached; community survey responses;
2. # govt entities participating - in the Solano Bayshore Resiliency Roundtable;
3. # tools used by decision-makers - through creating a Project Prioritization Framework (Task 4) and Portal to access shared data set and knowledge products (Task 1);
4. # of campaigns to increase issue awareness (i.e. social media posts, public service announcements, brochures, websites); and
5. # of community leaders equipped with new knowledge and skills measured through beginning and ending surveys with the Community Workgroups.

Results from tracking these metrics will be used to evaluate progress towards the project outcomes and make interim adjustments to activities to improve as necessary.

Organizational Capacity

Briefly And Clearly Describe Your Regional Partnership's (1) Administrative Experience, (2) Programmatic Experience, And (3) Plans To Meet Capacity Gaps.

Administrative Experience. The Fairfield-Suisun Sewer District (FSSD) will manage the grant, including internal processes for financial tracking and accountability and coordinating with diverse partners. FSSD has successfully completed numerous projects funded through government grants, contracts, and innovative partnerships. FSSD has experience managing large projects and in 2020 successfully completed a \$9M 'Blower Replacement Project', which included \$4M of a "Capitalization Grants for Clean Water State Revolving Funds". Attached is the FSSD Annual Comprehensive Financial Report for the Year Ended June 30, 2022 which provides a review of FSSD's award winning management of \$136M in net assets and an annual budget of \$57.8M (FY22-23).

Advanced payment to co-applicants is not planned.

FSSD will ensure successful completion of the grant and FSSD and the co-applicants are ready to initiate tasks immediately upon notification of a grant award.

Programmatic Experience. The project team draws together talented practitioners with a range of technical expertise. The [Fairfield-Suisun Sewer District \(District\)](#) team includes:

- **Emily Corwin, a Senior Engineer at the District**, and co-chair of the Solano Bayshore Resiliency Roundtable, will serve as project manager and continue working to create partnerships and field examples of equitable, innovative nature-based climate adaptation solutions in the Solano Bayshore region.
- **District Assistant General Manager Jordan Damerel**, as the senior team member, will review all deliverables and provide project quality assurance and quality control.

The [Suisun City](#) team includes:

- **Public Works Director, Nouae Vue**, a lifelong resident of Solano County, with a history of working in the government administration industry.

The [Solano Resource Conservation District](#) team includes:

- **Chris Rose, Executive Director** has eighteen years of experience implementing and managing restoration projects in the Sacramento Valley.
- **Watershed Project Manager, Amy King**, involves landowners, farmers and ranchers in creating wildlife habitat, controlling erosion, improving water quality and sequestering carbon on their land.

The [Sustainable Solano](#) team include:

- **Allison Nagel, Co-Executive Director**, oversees communications and advancing the organization’s youth leadership and workforce development programs to bring sustainability programs to local youth, professionals and other adult learners.
- **Alex Lunine, Resilient Communities Program Manager** works with Solano communities to bolster their ability to prepare, adapt and respond to environmental hazards.

The [Greenbelt Alliance](#) team include:

- **Director of Planning and Research, Sadie Wilson**, will lead the community engagement portion of the project, and brings a multidisciplinary approach to infrastructure planning with an equity lens.

Plans to Meet Capacity Gaps. FSSD will monitor costs/progress and work closely together with project partners to ensure tasks and subtasks are completed on time, within budget, and on-target to achieve desired environmental outcomes.

Sustainable staffing levels will be maintained through a Community Resilience Sub-grant Program (described in Task 2) and with subawards to the City of Suisun City and Solano County. These subawards will support capacity building and staff participation and contribution to the project workplan and achieving the project objectives.

In the event of any potential project delays arising from planning hurdles, FSSD will maintain open communication with the ICARP RRGp to address challenges collaboratively and seek feasible solutions. [FY-2021-22-Compiled-Annual-Financial-Report-Final-01.09.23.pdf](#)

Work Plan

Task 1 - Community Outreach						
Subtask	Subtask Name	Description	Deliverables / Milestones	Timeline	Partners Involved	RRGP Eligible Activities Addressed
Subtask A	Design/Launch a Solano County Sea Level Rise/Climate Resilience Initiative	Project features from local journalists/newspapers,	Website Launch, Data and Knowledge Portal	July 2024 - October 2025	FSSD, Greenbelt Alliance, Sustainable Solano, San Francisco Estuary Institute	RRGP Eligible Planning Activities,
Subtask B	Social Media Campaign	Design and produce material for instagram, facebook, and nextdoor	# people reached - through numbers of social media follower	July 2024 - June 2026	All Partners Involved	RRGP Eligible Planning Activities
Subtask C	Community Meetings	Hosting bi-annual Community Meetings, rotating between each of the 4 cities and unincorporated areas within the project area (Vallejo, Suisun City, Benicia, and Fairfield), with honorariums for participants (4 Community Meetings Total)	Online survey distributed to community members to identify community concerns and priorities for infrastructure adaptation	July 2024 - June 2026	Greenbelt Alliance, FSSD, Technical Consultant to be hired through competitive selection	RRGP Eligible Planning Activities
Subtask D	Convene Regional Resiliency Roundtable	Technical Advisory Group to oversee and advise on project activities.	Monthly agendas and minutes	July 2024 - June 2026	FSSD (lead), Solano County, Suisun City, All Partners Involved	RRGP Eligible Planning Activities

Task 2 - Equitable Engagement						
Subtask	Subtask Name	Description	Deliverables / Milestones	Timeline	Partners Involved	RRGP Eligible Activities Addressed
Subtask A	Community Workgroups in Disadvantaged Communities	Hosting workgroup meetings to collaboratively define vulnerability assessment and action plan goals, contribute to the prioritization framework, and comment on nature-based solution project designs.	identifying attendees and distributing invitations, drafting agendas, creating and presenting meeting materials, moderating breakout groups, collecting feedback from participants, and summarizing meeting minutes	July 2024 - June 2026	Greenbelt Alliance to provide direct stipends to participants and sub-contract to Sustainable Solano and/or Vallejo specific CBO, Specific to each City and Unincorporated Area	RRGP Eligible Planning Activities
Subtask B	Youth Science Programming	Youth internships, field trips, and in-class curriculum about sea level rise and resiliency. Youth participants will have the opportunity to vote on specific aspects of project and policy development details	Bi-annual summary reports from the Youth Science Program, identifying participants, understanding of local climate issues before- and after-programming, and how youth input was collected and incorporated into the project outcomes.	July 2024 - June 2026	Solano Resource Conservation District and Sustainable Solano	RRGP Eligible Planning Activities

Task 3 - Sea Level Rise Vulnerability Analysis						
Subtask	Subtask Name	Description	Deliverables / Milestones	Timeline	Partners Involved	RRGP Eligible Activities Addressed
Subtask A	Collaboratively Define Vulnerability Assessment Goals	through the Roundtable, Community Meetings, Workgroups, and Youth Programming	Assessment goals,	July 2024 - September 2024	Technical Consultant to be hired through competitive selection, Greenbelt Alliance	RRGP Eligible Planning Activities
Subtask B	Identify and Collect Data	Adding Solano County to the San Francisco Estuary Institutes Future Sea-Level Rise and Shallow Groundwater Future Condition Mapping	Understand how sea level rise and flooding will affect local residents, businesses, natural, modified and managed wildlife resources, critical infrastructure, and delivery of essential community services	October 2024 - July 2025	Technical Consultant to be hired through competitive selection, Greenbelt Alliance	RRGP Eligible Planning Activities
Subtask C	Hazards Mapping and Asset Exposure	Conducting hazard mapping and asset exposure predictions, including producing exposure maps	Sea Level Risk Vulnerability Assessment Report with maps and data sets to visualize the places, people, and ecosystems at risk in the Solano Bayshore project area	October 2024 - September 2025	Technical Consultant to be hired through competitive selection	RRGP Eligible Planning Activities

Task 4 - Sea Level Rise Action Plan						
Subtask	Subtask Name	Description	Deliverables / Milestones	Timeline	Partners Involved	RRGP Eligible Activities Addressed
Subtask C	Sea Level Rise Action Plan Report	Propose place-based adaptation solutions and strategies with community input- and buy-in	Climate Resilient District Feasibility Analysis	October 2025 - June 2026	Technical Consultant to be hired through competitive selection, FSSD, City of Suisun City, Solano County, Greenbelt Alliance	RRGP Eligible Planning Activities

Task 5 - Project Management & Coordination						
Subtask	Subtask Name	Description	Deliverables / Milestones	Timeline	Partners Involved	RRGP Eligible Activities Addressed
Subtask A	Solicitation for Technical Consultant	Competitive process with outreach to small and disadvantaged business enterprises	Request for Proposal	July 2024 - September 2024	FSSD	Program Administration
Subtask B	Subawards to Co-Applicants	Manage grant subawards	Contracts	July 2024 - September 2024	FSSD, Greenbelt Alliance, Solano Resource Conservation District, Solano County, City of Suisun City, San Francisco Estuary Institute, Sustainable Solano	Program Administration
Subtask C	RRGP Evaluation Plans	Develop project evaluation plans	Evaluation plans established	Ongoing	FSSD	Evaluation Activities
Subtask D	RRGP Reporting	Conduct data collection, tracking, and reporting associated with grant evaluation	Progress reports and major RRGPs deliverables	Ongoing	FSSD	Evaluation Activities

Budget

Provide A Brief And Clear (1) High-Level Budget Justification That Summarizes The Overall Project Cost And Information On (2) How The Requested Budget Aligns With The Project Goals And Work Plan.

A high-level budget justification that summarizes the overall project costs. The budget aligns with the proposed work plan and schedule to optimize partner strengths and experiences over the grant period. For example, FSSD will lead in grant administration (Task 5), whereas community-based organizations Greenbelt Alliance and Sustainable Solano will lead community engagement efforts throughout the project.

The budget and work plan tasks, subtasks, and deliverables are further explained within other proposal sections. Tasks 1 and 2 are described in the ‘Community Partnership, Needs & Priorities’ section, Tasks 3 and 4 are described in the ‘Climate Risks and Multiple Benefits’ section, and Task 5 is described in the ‘Regional Partnership’ section.

The budget includes funding from other sources, including co-applicant match contributions (both in-kind staff time and cash) and other grants requested for this project.

The budget allocates resources across entities based on their strengths and experiences. For example, grant sub-awards will be made to co-applicants, including Greenbelt Alliance for Community Engagement, Solano Resource Conservation District for Youth Programming, and Sustainable Solano for both Community Engagement and Youth Programming. Additional subawards will be made to partners, specifically to Suisun City and Solano County for ongoing capacity building and staff participation and to the San Francisco Estuary Institute to map shallow groundwater impacts from sea level rise.

A competitive selection process will be used to hire a lead technical consultant that will lead production of the Sea Level Rise Vulnerability Analysis and Action Plan deliverables.

In addition to RRGF funding, National Fish and Wildlife Foundation grant funds, in-kind staff contributions, and pledged contributions from co-applicants will support the overall project.

How the requested budget aligns with the project goals and work plan. Each of the four project outcomes (or goals) is directly linked to a Work Plan Task, which directly links to specific Subtasks (or activities). For Example, TASK 1. COMMUNITY OUTREACH aligns with Outcome 1: Diverse stakeholder collaboration, etc.

Task 5 captures the Project Management and Coordination activities, including project costs to align with the RRGF such as Evaluation Activities and Peer-to-Peer Learning. Also captured in the Task 5 budget are 10% De Minimus Administrative costs for Indirect costs.

Proposed Direct+RRGF Costs (93.3%) and Indirect Costs (6.7%) are below the threshold percentages.

Cap/Threshold Summary		Direct + RRGF Costs	Indirect (Administrative) Costs											
Cap/Threshold Percentages		80-100%	0-20%											
Proposed project percentage (%)		93.35	6.65											
Total (\$)		\$ 561,133.00	\$ 40,000.00											
Cost Description	Cost Type Category (Enter either: RRGF, Direct, Indirect)	Cost Type (See cost types under their corresponding cost category)	Unit Type (e.g., staff, hours, etc.)	Cost Per Unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: Hours worked, fee cost, etc.)	Task 1	Task 2	Task 3	Task 4	Task 5	Total RRGF Funds (Cross-Check)	Total RRGF Funds	Total Cost	Percentage that RRGF funds make of the total project funds
Fairfield-Suisun Sewer District	Fairfield-Suisun Sewer District Senior Engineer	Direct	Staff Costs	Hourly Rate	160	54	\$8,640				\$8,640	\$8,640	\$8,640	1.44
	Fairfield-Suisun Sewer District Junior Engineer	Direct	Staff Costs	Hourly Rate	85	27	\$2,295				\$2,295	\$2,295	\$2,295	0.38
	Lead Technical Consultant	Direct	Staff Costs	Fee	140888	1			\$165,888		\$140,888	\$165,888	\$165,888	27.60
	Consultant - Climate Resilient District Feasibility Analysis	Direct	Staff Costs	Fee	40000	1			\$40,000		\$40,000	\$40,000	\$40,000	6.65
	Peer-to-Peer Learning	RRGF	RRGF Costs	Fee	1000	10				\$10,000	\$10,000	\$10,000	\$10,000	1.66
	Admin Costs	Indirect	Administrative Costs	Fee	40000	1				\$40,000	\$40,000	\$40,000	\$40,000	6.65
	Grant Evaluation Activities	RRGF	RRGF Costs	Staff	100	10				\$1,000	\$1,000	\$1,000	\$1,000	0.17
	City of Suisun City Associate Engineer	Direct	Staff Costs	Fee	50000	1	\$10,000	\$15,000				\$50,000	\$25,000	\$25,000
Solano Resource Conservation District	Direct	Engagement, Outreach, Education, and Training Costs	Fee	40105	1	\$40,105					\$40,105	\$40,105	\$40,105	6.67
Greenbelt Alliance Subaward	Greenbelt Alliance Subaward	Direct	Engagement, Outreach, Education, and Training Costs	Fee	18205	1	\$18,205				\$18,205	\$18,205	\$18,205	3.03
	Sustainable Solano Subaward	Direct	Engagement, Outreach, Education, and Training Costs	Fee	50000	1	\$50,000				\$50,000	\$50,000	\$50,000	8.32
Solano County Subaward	Solano County Water and Natural Resources Program Director	Direct	Staff Costs	Fee	100000	1	\$15,000	\$15,000	\$30,000	\$40,000	\$100,000	\$100,000	\$100,000	16.64
	San Francisco Estuary Institute Subaward for Shallow Groundwater Study	Direct	Staff Costs	Fee	100000	1			\$100,000		\$100,000	\$100,000	\$100,000	16.64

Letters of Support (Optional)

[All Letters of Support Solano Bayshore Resiliency Project.pdf](#)



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Emily Corwin, Senior Environmental Engineer

SUBJECT: Accept funds from the Environmental Protection Agency Region 9 Water Quality Improvement Fund and adopt a resolution approving EPA Grant Funding for 'Beneficial Baylands: Innovation and Tools for Nature-based Adaptation' Project

Recommendations: (1) Accept funds from the Environmental Protection Agency Region 9 Water Quality Improvement Fund; (2) Authorize the General Manager to accept EPA funding in the amount of \$4,142,968 and Approve a sub-grant to the San Francisco Estuary Institute (SFEI) in the amount of \$2,199,658; (3) Approve a budget adjustment increasing revenue and expense by \$4,142,968 when the funding agreement is signed.

Background: The *Beneficial Baylands: Innovation and Tools for Nature-based Adaptation* project (Beneficial Baylands) is a collaboration between the District and SFEI to accelerate the implementation of novel and nature-based shoreline adaptation solutions that increase baylands resilience. The Beneficial Baylands project will pilot peat-building wastewater treatment wetlands at the District, consistent with the [Freshwater Wetlands project](#) within the District's [Resilient and Green Master Plan](#). SFEI will work on shoreline adaptation projects in five additional locations and develop a decision support system to guide project proponents in making decisions about nature-based solutions.

Discussion: The District will have the opportunity to decline the grant terms and conditions when they are available.

Fiscal Impact: The Freshwater Wetlands project will be fully funded by this grant award.

Attachment: Resolution No. 2024-XX WQIF Grant

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2024-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS FROM THE ENVIRONMENTAL PROTECTION AGENCY REGION 9 WATER QUALITY IMPROVEMENT FUND

WHEREAS, in December 2023 the District was notified of a \$4,142,968 grant through the Environmental Protection Agency (EPA) Region 9 Water Quality Improvement Fund (WQIF) for the ‘Beneficial Baylands: Innovation and Tools for Nature-based Adaptation’ project (Beneficial Baylands); and,

WHEREAS, Beneficial Baylands is a collaboration between the District and the San Francisco Estuary Institute (SFEI) to accelerate the implementation of novel and nature-based shoreline adaptation solutions that increase baylands resilience; and,

WHEREAS, the District benefits by participating in the Beneficial Baylands project as it furthers the District’s goals to reduce the risk to critical infrastructure in the service area while complying with nutrient reduction regulations.

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

1. The District hereby authorizes the acceptance of \$4,142,968 in funds from the Environmental Protection Agency Region 9 Water Quality Improvement Fund and to sub-grant allocated funds to partner agencies.
2. The General Manager and Assistant General Manager are authorized and directed to take all steps necessary and proper to implement this resolution.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST: _____
District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Melanie Wildeman, Accountant

SUBJECT: Local Agency Investment Fund (LAIF) Signatory Update

Recommendation: Approve Resolution 2024-XX updating Local Agency Investment Fund (LAIF) authorized signers.

Background: The State of California Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts. LAIF allows local agencies the opportunity to invest and pool funds into a major portfolio managed by the California State Treasurer's Office at no additional cost to ratepayers. LAIF's portfolio is structured to provide minimum credit risk, meet cash flow needs, and maintain a competitive yield.

Per the District's Investment Policy, the District can invest in LAIF up to LAIF's maximum deposit limit of \$75 million. As of April 30, 2024 the District investment in LAIF totals \$2.7 million.

Discussion: The District's Resolution authorizing persons to do transactions with LAIF needs to be updated to include changes in the District personnel and their current titles. This is a routine update as required by LAIF.

Fiscal Impact: This Resolution update has no fiscal impact.

Attachment: Resolution No. 2024-XX

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2024-XX

**A RESOLUTION AUTHORIZING THE FAIRFIELD-SUISUN SEWER
DISTRICT TO PARTICIPATE IN THE STATE OF CALIFORNIA LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Fairfield-Suisun Sewer District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of Fairfield-Suisun Sewer District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Fairfield-Suisun Sewer District officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Jordan Damerel
(Name)

James Russell-Field
(Name)

Kimberly Young
(Name)

General Manager/
District Engineer
(Title)

Director of Admin Services
(Title)

Human Resources
Manager
(Title)

Section 2. This resolution shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

PASSED AND ADOPTED this 20th day of May 2024, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSENT: Directors _____

President

ATTEST: _____
District Clerk



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date
May 20, 2024

Agency Name
Fairfield-Suisun Sewer District

LAIF Account #
70-48-001

Agency's LAIF Resolution # 2024-XX, LAIF or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title
Jordan Damerel	General Manager/District Engineer/Asst GM
James Russell-Field	Director of Administrative Services
Kimberly Young	Human Resources Manager

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature
Jordan Damerel

Print Name
General Manager/District Engineer

Title
707-428-9155

Phone Number

Signature
James Russell-Field

Print Name
Director of Administrative Services

Title
707-428-9145

Phone Number

Please provide email address to receive LAIF notifications.

Name	Email
Jordan Damerel	jdamerel@fairfieldsuisunsewer.ca.gov
James Russell-Field	jfield@fairfieldsuisunsewer.ca.gov

Please email the completed form for review to laif@treasurer.ca.gov and allow 2 days for a response. **DO NOT** mail the original form until you receive approval.
Mail the approved form to: CA State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001



FAIRFIELD-SUISUN SEWER DISTRICT

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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Jordan Damerel, Assistant General Manager

SUBJECT: Approve Support for H.R. 7944, the Water Systems PFAS Liability Protection Act

Recommendation: Approve support for H.R. 7944, and authorize the President of the Board of Directors to execute a letter of support for the bill.

Background: On April 19, 2024, the U.S. Environmental Protection Agency (USEPA) officially designated two forms of per- and poly-fluoroalkyl substances (PFAS) as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). PFAS, also known as “forever chemicals,” are a group of thousands of artificial chemicals that were invented to resist heat, oil, stains, grease, and water, and have been widely used in cookware, clothing, food packaging, and cosmetics. Under CERCLA, a party can be found partially responsible for remediation costs of PFAS contamination if they owned or operated a facility that disposed of hazardous waste or transported hazardous waste.

All wastewater treatment plants passively receive PFAS through the sewer system from industrial, commercial, and residential discharges. Because PFAS has been very commonly used, traditional pretreatment and pollution prevention programs are not able to mitigate the receipt of PFAS at the wastewater treatment plant. Wastewater treatment plants do not produce PFAS, and they do not utilize PFAS.

The USEPA’s decision to designate two PFAS as hazardous substances was accompanied by a “PFAS Enforcement Discretion and Settlement Policy,” wherein USEPA stated that they do not intend to pursue publicly owned treatment works, municipal separate storm sewer systems, publicly-owned municipal solid waste landfills, or farms where biosolids have been applied to the land for CERCLA liability as it relates to PFAS. That said, the policy could change at any time and does not offer lasting protection to wastewater treatment agencies, including the District. It also does not protect the District from becoming involved in third-party litigation from responsible parties wishing to share cleanup costs with other entities.

Approve Support for H.R. 7944, the Water Systems PFAS Liability Protection Act

May 8, 2024

Page 2 of 2

Discussion: Representative John Curtis (UT) introduced H.R. 7944, the Water Systems PFAS Liability Protection Act. This act would exempt water and wastewater treatment facilities from CERCLA liability for releases of PFAS. It would also provide protection to contractors performing the management or disposal of wastewater residuals (e.g., biosolids) on behalf of a water or wastewater treatment plant.

The California Association of Sanitation Agencies (CASA) has been strongly advocating for Federal protection from CERCLA liability for wastewater agencies and has requested that CASA member agencies take action to support the proposed legislation.

Fiscal Impact: There is no fiscal impact to supporting the legislation. If the legislation is adopted into law, it will protect the District from unknown future legal costs.

Attachment: Letter of Support for H.R. 7944



FAIRFIELD-SUISUN SEWER DISTRICT

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May 20, 2024

The Honorable John Garamendi
U.S. House of Representatives
Washington, D.C. 20515

Subject: Support of the Water Systems PFAS Liability Protection Act (H.R. 7944)

Dear Representative Garamendi,

On behalf of the Fairfield-Suisun Sewer District (FSSD), I write to urge you to support the *Water Systems PFAS Liability Protection Act* (H.R. 7944). This bipartisan legislation provides critical liability protections for public water and wastewater agencies for PFAS chemicals designated as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

FSSD is a special district that collects and treats all wastewater generated within the cities of Fairfield and Suisun City, including Travis Air Force Base. All of FSSD's residual biosolids are beneficially re-used as an agricultural fertilizer in the surrounding region.

FSSD is a passive recipient of PFAS. We are not the creators or users of these chemicals. While we maintain a stringent Source Control program designed to decrease the amount of toxic pollutants entering the sewer system, the ubiquity of PFAS makes it difficult, if not impossible, to control through standard pretreatment programs.

Unfortunately, the U.S. Environmental Protection Agency's (USEPA) Designation of Perfluorooctanoic Acid (PFOA) and Perfluorooctanesulfonic Acid (PFOS) as CERCLA Hazardous Substances final rule does not provide liability protections for public wastewater utilities, like FSSD. While the USEPA has stated it does not intend to pursue liability for public wastewater utilities, there is still a threat that FSSD could be involved in third-party litigation. The final rule also does not provide liability protections for biosolids management or land-application. As a result, FSSD faces uncertainty concerning the legality of our biosolids management practices. If FSSD or another public wastewater agency were to be unfairly involved in litigation under CERCLA for PFOS or PFOA cleanups, it would ultimately be a cost borne by our ratepayers, contradicting CERCLA's "polluter pays principle."

Support of the Water Systems PFAS Liability Protection Act (H.R. 7944)

May 20, 2024

Page 2 of 2

H.R. 7944 would provide CERCLA liability protection for PFAS chemicals designated as hazardous substances for public and private water and wastewater utilities, as well as the private contractors we rely on for biosolids management. The legislation would protect these utilities from being involved in third-party litigation to help the primary responsible party reduce its cleanup costs under CERCLA. Importantly, H.R. 7944 would only grant such protections if utilities abide by all applicable laws at the time of conveyance or treatment.

Again, I urge you to support H.R. 7944 and ensure that the underlying “polluter pays principle” of CERCLA is upheld and the ratepayers of public wastewater agencies, who passively receive these chemicals, are not required to foot the bill for cleanup.

Sincerely,

Rick Vaccaro
President, Board of Directors



FAIRFIELD-SUISUN SEWER DISTRICT

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Board of Directors Meeting Agenda

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

Meeting Date: Monday, May 20, 2024

Meeting Place: 1010 Chadbourne Road, Fairfield, CA

Meeting Time: 6:00 p.m.

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

6. Consent Calendar:

	<u>Page</u>
(a) Adopt Resolution No. 2024-XX, Re-Adopting Investment Policy	2
(b) Award Professional Services Contract for Aeration Basin Upgrades Project	#
(c) Accept Funds Under the Governor’s Office of Planning and Research Regional Resiliency Planning Grant Program for the Solano Bayshore Resiliency Project and Adopt a Resolution Approving Related Grant and Partnership Agreements	#
(d) Accept Funds from the Environmental Protection Agency Region 9 Water Quality Improvement Fund and Adopt a Resolution Approving EPA Grant Funding for Beneficial Baylands: Innovation and Tools for Nature-based Adaptation Project	163
(e) Local Agency Investment Fund (LAIF) Signatory Update	#
(f) Approve Resolution No. 2024-XX, Authorizing the Fairfield-Suisun Sewer District to Participate in the State of California Local Agency Investment Fund	#
(g) Approve Support for H.R. 7944, the Water Systems PFAS Liability Protection Act	#
(h) Approve Board Meeting Minutes of March 25, 2024	#

7. Discussion Item:

(a) Review Board Compensation	#
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8. Action Items:

(a) Adopt Resolution No. 2024-XX, Approving the FY 2024-25 Budget and Long-Term Financial Plan	#
(b) Adopt Resolution No. 2024-XX, Approving Pay Rate Schedule	#

9. Information Item:

(a) Board Calendar	#
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--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 on matters 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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May 8, 2024

AGENDA REPORT

TO: Executive Committee

FROM: Ben Carver, Operations Manager

SUBJECT: Operating Data Summary –April 2024

April 2024 Data

Average plant flow	15 million gallons per day	Equivalent to 22 Olympic sized pools
Solids removed from the water	285 dry tons	25% turned into biogas 75% turned into Lystek fertilizer
Completed Work Orders	1,131 completed work orders this month	 93% Preventative 7% Corrective
Renewable energy produced	137,921 kilowatt-hours	Renewable energy provided 15% of the plant's power needs. This is equivalent to 196 single-family homes
Sewer lines inspected by CCTV	357 feet	City of Suisun City lines
Permit excursions & Sewer System Overflows (Cat 1-3)	0	

Year to Date 2024

Influent Flow Average 19 MGD	Permit Excursions 0
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FAIRFIELD-SUISUN SEWER DISTRICT**MINUTES**1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

Board of Directors Meeting Minutes

Date: Monday, April 22, 2024

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 pm

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, Osum, Panduro, Tonnesen, and Vaccaro. Directors Moy, Pal, and Washington were absent. Board Alternate K. Patrice Williams was present and voted.

2. Pledge of Allegiance was led by Director Williams.
3. Public Comments – None.
4. Director Comments – District Directors expressed appreciation for the volunteers who attended the Earth Day Clean Up event on Saturday, April 20th and discussed attendance at the Community Treatment Wetland community event scheduled for Saturday, April 27th.
5. General Manager Report – Senior Engineer Emily Corwin provided an update on the Community Treatment Wetland community event scheduled for Saturday, April 27th at the District and noted they would receive social media kits to share the event with constituents. Director of Environmental Services Meg Herston provided an update on the Earth Day Clean Up event lead by Junior Engineer Melvin Aquino at four sites around Fairfield and Suisun City. Assistant General Manager/District Engineer Jordan Damerel reported on upcoming regulatory changes regarding PFAS liability from the Environmental Protection Agency (EPA). The EPA designated two forms of PFAS as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA).
6. Consent Calendar:
 - (a) Approve Board Meeting Minutes of March 25, 2023

No comments.

Upon motion by Director Tonnesen, seconded by Director Carr, Consent Calendar Item 6a was passed by the following vote:

AYES: Carr, Dawson, Hernandez, Osum, Panduro, Tonnesen, Vaccaro, Williams

NOES: None

ABSTAIN: None

ABSENT: Moy, Pal, Washington

- 7. Information Items:
 - (a) Quarterly Investment Report
 - (b) Board Calendar

No Comments.

- 8. Closed Session:
 - (a) Conference with Labor Negotiators (Pursuant to Government Code Section 54957.6) Agency designated representatives: Rick Vaccaro, Board President, and Alma Hernandez, Board Vice President; Unrepresented employee: General Manager

Closed Session started at 6:18 pm and the public meeting reconvened at 6:26 pm. President Vaccaro proceeded to address Action Item 9a.

- 9. Action Item:
 - (a) Adopt Resolution No. 2024-05, Approving a General Manager Employment Agreement

President Rick Vaccaro announced the Board of Directors unanimously agreed to the General Manager Employment Agreement.

Upon motion by Director Tonessen, seconded by Director Panduro, Action Item 9a was unanimously passed by the following vote:

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

The meeting adjourned at 6:29 pm.

Respectfully submitted,

President

ATTEST:

District Clerk

Fairfield-Suisun Sewer District

Contemplated Board of Directors Agenda Items

May 20, 2024

Month Year	Contemplated Board of Directors Meeting Agenda Items	Executive Committee	Board of Directors
June 2024	1. Award Constuction Contract for Collections System Rehab & Replacement	6/17/2024	6/24/2024
July 2024	1. Quarterly Investment Report 2. Award Construction Contract for Pavement Rehabilitation Project 3. Presentation on Suisun Force Main Reliability Project	7/15/2024	7/22/2024
August 2024		Not Scheduled	Not Scheduled
September 2024	1. Directors Report on CASA Annual Meeting 2. Authorize Submission of State Revolving Fund (SRF) Loan Applications	9/16/2024	9/23/2024
October 2024	1. Quarterly Investment Report 2. Adopt CEQA Determination for Kellogg Resiliency Project	10/21/2024	10/28/2024
November 2024	1. Adopt Board Calendar for 2025 2. Adopt CEQA Determination for Suisun Force Main Reliability Project 3. Award Construction Contract for Kellogg Resiliency Project 4. Award Construction Contract for Electrical Replacement Project, Phase 2	11/18/2024	11/25/2024
December 2024		Not Scheduled	Not Scheduled
January 2025	1. Quarterly Investment Report 2. Report on Financial Audit for FY 2023-2024	1/20/2025	1/27/2025
February 2025	1. General Manager Performance Meeting (Exec Comm) 2. Directors Report on CASA Winter Conference	2/10/2025	2/24/2025
March 2025	1. Directors Report on CASA DC Policy Forum Meeting	3/17/2025	3/24/2025
April 2025	1. Quarterly Investment Report	4/21/2024	4/28/2024
May 2025	1. Adopt Resolution Approving Budget 2. Adopt Resolution Approving Employee Salary Schedule 3. Review Updates and Approve Investment Policy 4. Review Board Compensation	5/12/2025	5/19/2025