



# FAIRFIELD-SUISUN SEWER DISTRICT

## Board of Directors

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*Second Alternate*

## Board of Directors Meeting Agenda

Monday, March 23, 2026  
6:00 PM

**Location:** FSSD Board Room, 1010 Chadbourne Road, Fairfield, CA

### 1. CALL TO ORDER

### 2. ROLL CALL

### 3. PLEDGE OF ALLEGIANCE

### 4. PUBLIC COMMENTS

Members of the public wishing to comment on any item not on the agenda, but within the Board’s jurisdiction, should notify the Board at this time. Those wishing to comment on any item on the agenda should do so at the time the item is considered. Comments may be limited to three (3) minutes, or at the discretion of the President.

### 5. DIRECTOR REPORTS/CASA REPORT

### 6. GENERAL MANAGER REPORT

### 7. PRESENTATIONS AND AWARDS

7.1 Laboratory Analyst of the Year, CWEA Sacramento Section

7.2 Electrical/Instrumentation Tech of the Year, CWEA Redwood Empire Section

### 8. CONSENT CALENDAR

8.1 Adopt Resolution No. 2026-06 Authorizing General Manager to execute a Temporary Construction Access Agreement with ZMAN, LLC, for Access, and Contractor Laydown Yard for the Construction of Electrical Replacement Phase 2 – Suisun Pump Station .....3

8.2 Approve Board Meeting Minutes of January 26, 2026 ..... 11

### 9. NEW BUSINESS

9.1 Receive Update on Community Engagement Strategy..... 14

9.2 Adopt Resolution No. 2026-07 Approving Reimbursement Agreement for the Suisun Expansion Project with California Forever LLC, and Authorize the General Manager to Execute the Agreement..... 15

### 10. INFORMATIONAL ITEMS

10.1 Board Calendar..... 24

**11. CLOSED SESSION**

11.1 Gov. Code Section 54957: Public Employee Performance Evaluation;  
Title: General Manager

**12. ADJOURN**

— 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.*



## FAIRFIELD-SUISUN SEWER DISTRICT

March 23, 2026

### AGENDA REPORT

TO: Board of Directors

FROM: Ian Bronswick, Associate Engineer

SUBJECT: Electrical Replacement Phase 2 – Suisun Pump Station – Authorize General Manager/District Engineer to execute a Temporary Construction Access Agreement with ZMAN, LLC

**Recommendation:** Authorize General Manger/District Engineer to execute a Temporary Construction Access Agreement with ZMAN, LLC, for access, and contractor laydown yard for the construction of Electrical Replacement Phase 2 – Suisun Pump Station.

**Background:** The District is currently in the final design phase for improvements to Suisun Pump Station. The improvements include replacing the Station’s back-up power systems that are nearing the end of their useful lives. The pump station parcel has limited space for maintaining normal continuous operations while accommodating construction of the improvements, which will require temporary staging of deliveries, heavy equipment, materials, and laborers.

ZMAN, LLC owns the parcel (APN No. 0032-180-610) directly to the east of the pump station parcel. Due to the space limitations on the pump station parcel, it is desirable to utilize ZMAN, LLC’s parcel for a contractor lay down and staging area to allow continuous access to work area and to minimize impacts to the Suisun Pump Station driveway and street parking on Civic Center Boulevard.

**Discussion:** The District developed a Right of Entry Agreement with ZMAN, LLC, reviewed with District Counsel, to outline both parties’ responsibilities for the anticipated project duration of fifteen months. The agreement and a figure illustrating the proposed staging area are attached.

The District expects to bid the project in March 2026 and recommend construction contract award in May 2026. Execution of the Temporary Construction Access Agreement will secure the laydown and staging area for the project. The District’s obligations will be transferred to the District’s General Contractor, when selected, by incorporation into the final Contract Documents.

Electrical Replacement Phase 2, Suisun Pump Station – Authorize General Manager/District Engineer to execute a Temporary Construction Access Agreement with ZMAN, LLC.  
March 23, 2026  
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**Fiscal Impact:** The recommended basis of compensation to ZMAN, LLC for use of its parcel is a total of \$17,000 for 15 months (\$1,133.33 per month for 8,450 square feet). The basis of compensation was established from another temporary access agreement for similarly-situated property between a utility company and a private Suisun City landowner. Alternatively, the District may pursue preparation of a legal description and site-specific appraisal to propose a specific compensation to ZMAN, LLC. This approach is not recommended as it would result in additional project costs and processing delays.

Attachments: 1 – Resolution No. 2026-06  
2 – Draft Temporary Construction Access Agreement with ZMAN, LLC for Electrical Replacement Phase 2 – Suisun Pump Station

**FAIRFIELD-SUISUN SEWER DISTRICT**

**RESOLUTION NO. 2026-06**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE  
TEMPORARY CONSTRUCTION ACCESS AGREEMENT FOR ELECTRICAL  
REPLACEMENT PHASE 2 – SUISUN PUMP STATION**

WHEREAS, the District intends to construct the Electrical Replacement Phase 2 – Suisun Pump Station (Project); and

WHEREAS, the District’s Suisun Pump Station Parcel has limited space for construction of the improvements; and

WHEREAS, ZMAN, LLC, owns the parcel (APN No. 0032-180-610) directly to the east of the lift station parcel and it is desirable to utilize the parcel for a staging and lay down area to minimize impacts to the Suisun Pump Station driveway and street parking in the neighborhood.

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

1. The foregoing Recitals are true and correct and made a part of this Resolution.
2. The General Manager/District Engineer is hereby authorized to execute a Temporary Construction Access Agreement with ZMAN, LLC for a contractor staging and laydown area for construction of the Electrical Replacement Phase 2 – Suisun Pump Station Project.
3. The General Manager/District Engineer is hereby authorized and directed to do all things necessary and proper to implement this resolution.

PASSED AND ADOPTED this 23rd day of March 2026, by the following vote:

AYES: Directors \_\_\_\_\_

NOES: Directors \_\_\_\_\_

ABSTAIN: Directors \_\_\_\_\_

ABSENT: Directors \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
District Clerk

<b>TEMPORARY CONSTRUCTION ACCESS AGREEMENT</b>
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This Agreement (“**Agreement**”) is made between ZMAN, LLC, a California Limited Liability Company (“**Property Owner**”) and the FAIRFIELD-SUISUN SEWER DISTRICT, a public agency organized under the laws of the State of California (“**District**”), with reference to the following facts.

### RECITALS

A. District is planning its Electrical Replacement Phase 2 Project – Suisun Pump Station (“**Project**”), and wishes to secure a site adjacent to the Project for future staging, material storage, and use by its contractor during construction.

B. Property Owner is the fee simple owner of certain real property located within the City of Suisun City, California, commonly known as APN 0032-180-610 (“**Property**”).

C. Property Owner is willing to grant District a temporary right to access and use a portion of the Property, subject to the terms and conditions set forth herein.

### AGREEMENT

#### 1. Temporary Construction Area and Authorized Activities

a. Temporary Construction Area. During the term of this Agreement, Property Owner grants District the right of ingress, egress, and use of the area identified as the “Temporary Construction Area” on Exhibit A, attached to and incorporated into this Agreement, together with all access routes shown or reasonably required by District.

b. Authorized Activities. District and its officers, employees, agents, contractors, subcontractors, consultants and inspectors may use the Temporary Construction Area for any activity reasonably related to the Project, including but not limited to:

- i. Staging and storage of equipment and construction materials;
- ii. Operation and parking of construction equipment, including generators and cranes;
- iii. Construction, use and maintenance of a temporary gravel access roadway and/or pad;
- iv. Erection, maintenance and removal of temporary security fencing and gates to enclose the Temporary Construction Area or portions thereof; and
- v. Any other activities reasonably necessary to support construction of the Project.

c. Adjustments to Area. District may make reasonable adjustments to the Temporary Construction Area or access routes as necessary for construction efficiency or safety, subject to prior notice to Property Owner, which shall not be unreasonably withheld.

d. Non-exclusive Use. Property Owner may access all portions of the Temporary Construction Area during the term provided such access does not interfere with District operations, safety requirements, or contractor activities. District shall not impede Property Owner's access to the Property, and shall secure all access points to the Temporary Construction Area during non-working hours.

2. Term. The term of this Agreement shall be a period of fifteen (15) months commencing May 1, 2026 and terminating August 1, 2027, unless otherwise extended by separate agreement or earlier terminated pursuant to Section 10 of this Agreement.

3. Compensation. District will pay Property Owner a total amount of seventeen thousand dollars (\$17,000) as full compensation for all rights granted under this Agreement. Payment shall be due to Property Owner 15 days prior to the commencement of the term of this Agreement.

4. Notice of Entry. District shall provide at least seven calendar days' notice prior to the anticipated start of Authorized Activities on the Property. Property Owner may delay the start of Authorized Activities on the Property only for failure to provide required notice.

5. Working Hours. Working hours within the Temporary Construction Area shall be 6:00 AM to 6:00 PM, unless otherwise approved by Property Owner. These limitations shall not apply to emergency conditions, or District ingress and egress. District may request extended hours, which approval shall not be unreasonably withheld.

6. Dust Control. District shall implement industry-standard dust control best management practices, which shall include, but are not limited to, sprinkling the ground surface throughout the Temporary Construction Area at regular intervals throughout each workday.

7. Restoration. Upon completion of the Project or expiration of this Agreement, whichever occurs first, District shall remove its equipment and materials and restore the Temporary Construction Area, including any Property roads used to access the Temporary Construction Area, to a condition reasonably comparable to that existing prior to District's use under this Agreement. Restoration shall be subject to Property Owner's reasonable satisfaction and final review and approval. District shall remove all materials associated with District's use of the Property, including but not limited to salvaged and waste materials, equipment, and temporary security fencing and gates. If constructed, the gravel access roadway and/or pad may remain in place after restoration.

8. Indemnification. District shall indemnify Property Owner from third-party damages or losses arising from the negligent acts or omissions of District or its agents in connection with this Agreement, except to the extent caused by Property Owner's negligence or willful misconduct.

9. Insurance. District certifies it is insured through a risk management program, including self-insured retentions, with limits of not less than \$1,000,000 applicable to District's use

of the Temporary Construction Area under this Agreement. District shall require its duly authorized agents, representatives, and contractors to carry insurance at the minimum limits specified in the District's standard contract provisions (General Liability Insurance with limits of \$5,000,000 per occurrence for bodily injury and property damage), and Property Owner shall be named as additional insured on such policies.

10. Compliance with Laws. District shall comply with all applicable laws pertaining to its use.

11. Termination. District may terminate this Agreement at any time prior to the commencement of the Term or prior to District's award of a construction contract for the Project, whichever occurs first, by giving written notice of such termination to Property Owner, in which event no compensation shall be due or payable to Property Owner.

12. Representation. Property Owner represents and warrants the Temporary Construction Area is vacant and free from any encumbrances that would interfere with District's full enjoyment of this Agreement, other than utility easements and Property Owner and its agents' use of any access roads.

13. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue shall lie exclusively in Solano County, California.

15. Authority of Signatory. Each party to this Agreement warrants to the other that it has the right and authority to enter into and consummate this Agreement and all related documents.

16. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or deposited in the U.S. mail, first class and postage prepaid, addressed to the parties at their respective addresses as listed below.

to Property Owner:  
Zman, LLC  
Attn: Camran Nojoomi  
9700 Village Center Dr., Suite 120  
Granite Bay, CA 95746

to District:  
Fairfield-Suisun Sewer District  
Attn: General Manager  
1010 Chadbourne Rd.  
Fairfield, CA 94534

17. Successors, Heirs, and Assigns. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties.

18. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

19. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants and promises contained herein, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) below.

**PROPERTY OWNER:**

By:  \_\_\_\_\_  
Camran Nojoomi (Mar 4, 2026 09:41:15 PST)

Name: Camran Nojoomi

Title: President

Date: 3/4/2026

**FAIRFIELD-SUISUN SEWER DISTRICT:**

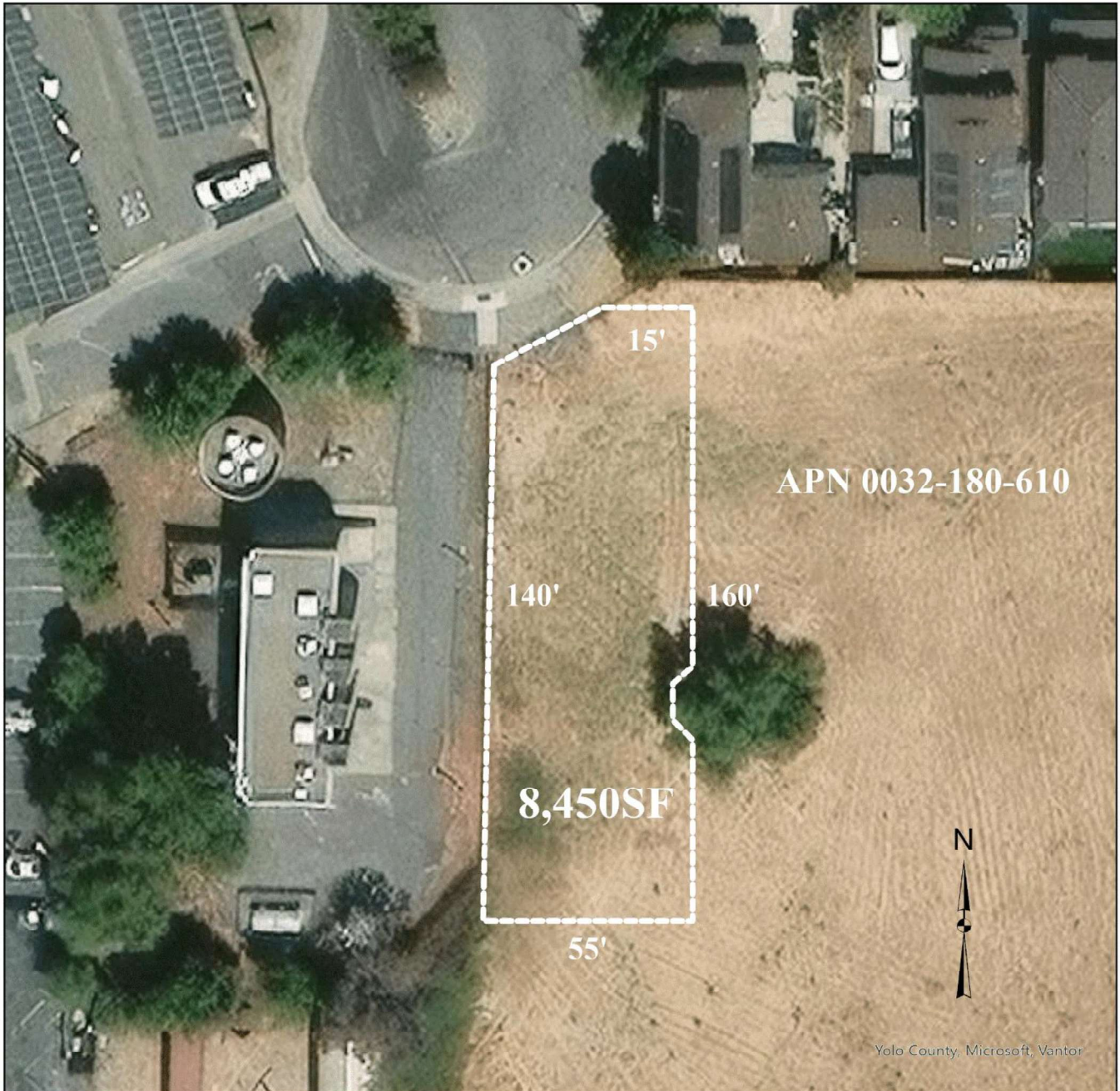
By: \_\_\_\_\_

Name: Jordan Damerel

Title: General Manager/District Engineer

Date: \_\_\_\_\_

EXHIBIT A  
TEMPORARY CONSTRUCTION AREA  
APN 0032-180-610



Electrical Replacement Phase 2 Project  
Suisun Pump Station

**FAIRFIELD-SUISUN SEWER DISTRICT****MINUTES**

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • [www.FairfieldSuisunSewer.ca.gov](http://www.FairfieldSuisunSewer.ca.gov)

## Board of Directors Meeting Minutes

Date: Monday, January 26, 2026

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 pm

1. Call to order – The meeting was called to order at 6:00 p.m. by President Jenalee Dawson, who presided over the meeting.
2. Roll Call – The following Board members were present: Directors Dawson, Hernandez, Moy, Pal, Panduro, Shepherd, Tonnesen, Washington and Williams. Director Carr was absent. No Board Alternates were present.
3. Pledge of Allegiance was led by Director Doriss Panduro.
4. Public Comments: No comments.
5. Director Report: Director Alma Hernandez extended gratitude for work and effort to engage the community at the Solano Bayshore Virtual Community meeting that took place in January.
6. General Manager Report – General Manager Jordan Damerel reported that 2026 marks the District's 75th anniversary and a temporary commemorative logo was added to the agenda template. He reiterated gratitude on the Solano Bayshore Community event put together by Director of Environmental Services Meg Herston with assistance from Kayla Gacosta from the City of Fairfield and Amanda Dum from the City of Suisun City with about 50 members of the public attending. General Manager Damerel discussed his email sent to the Board of Directors on January 15, 2026 regarding a pipe failure on the treatment plant that caused a moderate spill. Damerel shared the spill was recovered and returned to the treatment plant and that District staff confirmed with the appropriate regulatory agency that it was not a reportable spill. Damerel gave kudos to Senior Engineer Kyle Broughton for his work on coordinating the short-term repair. The agenda item to execute a Reimbursement Agreement with California Forever LLC is not complete and will be pushed to the March Board Meeting.
7. Presentations and Awards:
  - 7.1 Receive Report on District's 75<sup>th</sup> Anniversary and Plans for an Open House on May 2, 2026

Senior Engineer Amanda Roa informed the Board of Directors to save the date May 2, 2026 for the District's 75<sup>th</sup> Anniversary Open House. Leading to the event and throughout the year, the District will be posting facts and history of the District on social media.

8. Consent Calendar:

- 8.1 Adopt Resolution No. 2026-01, Re-Adopting Policy 2150, Financial Reserves
- 8.2 Adopt Resolution No. 2026-02, Designating “Responsible Person” for Form 1095-C Filing
- 8.3 Approve Improvement Agreement with City of Fairfield and Solano County for Sewer Improvement at the Solano County Hall of Justice Campus Asset Protection Project, and Authorize the General Manager to Execute the Agreement
- 8.4 Approve Righty of Entry Agreement with City of Fairfield for the Lopes Road Lift Station
- 8.5 Approve Agreement Between District, City of Fairfield, and City of Suisun City Regarding Sewer Collection System Master Planning Services, and Authorize the General Manager to Execute the Agreement
- 8.6 Receive Annual Report in Accordance with Policy 1055, Legislative and Regulatory Advocacy Policy
- 8.7 Approve Board Minutes of November 24, 2025

No comments.

Upon motion by Director Moy, seconded by Director Hernandez, Consent Calendar Items 8.1 to 8.7 were passed by the following vote:

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

9. New Business:

- 9.1 Receive the Annual Comprehensive Financial Report and Popular Annual Financial Report for the Fiscal Year Ended June 30, 2025

Jonathan Foster from Davis Farr, LLP presented a summary and the results of the financial audit for the fiscal year ended June 30, 2025. The District was issued an “unmodified opinion,” which is the most favorable type of opinion and means that the District’s financial statements were fairly presented in all material respect in accordance with the generally accepted accounting principles (GAAP), as established by the Governmental Accounting Standards Board (GASB).

- 9.2 Receive Report on District’s Internship Program

Human Resources Manager Kim Kraft reviewed the District’s Internship Program, sharing background, progress, outcomes, and alignment with the strategic objectives and initiatives such as the Externship Program aimed to strengthen workforce development and opportunities in the wastewater industry.

10. Information Item:

- 10.1 Quarterly Investment Report
- 10.2 Board Calendar

No comments.

11. Adjournment:

The meeting adjourned at 6:52 pm.

Respectfully submitted,

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President

ATTEST:

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District Clerk



## FAIRFIELD-SUISUN SEWER DISTRICT

March 23, 2026

### AGENDA REPORT

TO: Board of Directors

FROM: Meg Herston, Director of Environmental Services

SUBJECT: Update on Community Engagement Strategy

**Recommendation:** Receive update on Community Engagement Strategy and provide direction as appropriate.

**Background:** In October 2023, staff presented the District's Community Engagement Strategy (CES) to the Board of Directors. The CES set the following goals to guide the District's community engagement efforts:

1. Advance the wastewater and stormwater industry;
2. Encourage community behavior to align with the District's mission; and
3. Build community trust and partnerships.

The CES outlined potential engagement activities to support these goals.

**Discussion:** Over the past 2 years, District staff have pursued many of the engagement activities outlined in the CES. Staff will provide an update to the Board on the various engagement activities that have been conducted to date as well as those planned for the near future. The update is intended to inform the Board of the District's ongoing engagement efforts as staff prepares an updated CES.

**Fiscal Impact:** There is no fiscal impact at this time. Activities to be pursued over the next year will be budgeted into the District's FY 26/27 budget.



## FAIRFIELD-SUISUN SEWER DISTRICT

March 23, 2026

### AGENDA REPORT

TO: Board of Directors

FROM: Jordan Damerel, General Manager

SUBJECT: Authorize General Manager to Execute Reimbursement Agreement with California Forever LLC to Review the Suisun Expansion Project

**Recommendation:** Review the draft reimbursement agreement with California Forever LLC; authorize the General Manager to execute the agreement; and authorize the General Manager to negotiate reimbursable scopes of work with California Forever LLC, and to conduct necessary reviews of planning application materials, environmental documentation, and LAFCO reviews authorized under this reimbursement agreement.

**Background:** At the Board of Directors meeting on October 27, 2025, the Board adopted Resolution No. 2025-32, authorizing the General Manager to award professional services contracts to support review of the Suisun Expansion Project (“Project”) entitlement applications, submitted by California Forever LLC (“Applicant”) to the City of Suisun City (“City”). The District executed two contracts and has submitted two comment letters to the City and Applicant: one on the entitlement application itself, and one on the City’s Notice of Preparation of an Environmental Impact Report for the Project.

Over the next approximately six months, the District expects to receive additional technical responses to questions raised in its comment letters and expects to receive a draft Environmental Impact Report which the District will need to review and comment on as a responsible agency. The review and analysis of these submissions will cost staff time and technical consultant expenses, and the Board provided direction to seek reimbursement for the District’s costs to review these materials.

**Discussion:** District staff and the Applicant have negotiated the attached reimbursement agreement. Key principles of the agreement include:

- Parties will agree on the basic scope of tasks before the District incurs costs.
- District will be reimbursed for personnel time; consultants, technical experts, and legal counsel time; special studies or analyses required to understand the impacts of the Project; and administrative costs.

Authorize General Manager to Execute Reimbursement Agreement with California Forever LLC to Review the Suisun Expansion Project

March 23, 2026

Page 2 of 2

- District will be reimbursed for costs expended to date, including the past review costs previously authorized by Resolution No. 2025-32.
- District retains full discretion over personnel and consultants that are used to review Project materials.
- While the Applicant reserves the right to halt FSSD's review of materials, it is documented and understood that FSSD will be unable to complete processing of the application if the review is halted. The Applicant agrees to reimburse up to \$10,000 of costs after halting FSSD's review so that FSSD can send appropriate notifications to key agencies.
- Indemnification clauses survive expiration or termination of the reimbursement agreement.

To allow staff to continue reviewing technical and environmental materials in a timely fashion and to comply with legally prescribed timelines, staff recommend the Board to authorize the General Manager to negotiate specific scopes of work with the Applicant that will be fully reimbursed under the terms of the Agreement. Staff will provide regular updates to the Board of Directors of actions taken under this Agreement.

**Fiscal Impact:** The reimbursement agreement is intended to fully cover the cost of District review of the Project application materials and subsequent submissions and will allow recovery of approximately \$40,000 of previously authorized and expended costs.

Attachments: 1 – Resolution 2026-07, Authorizing General Manager to Execute Reimbursement Agreement with California Forever LLC  
2 –Reimbursement Agreement

FAIRFIELD-SUISUN SEWER DISTRICT  
RESOLUTION NO. 2026-07

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH CALIFORNIA FOREVER LLC AND TO CONDUCT REVIEW OF THE SUISUN EXPANSION PROJECT**

WHEREAS, the City of Suisun City is exploring annexation and has received an entitlement application package from California Forever LLC, for the Suisun Expansion Project; and,

WHEREAS, the Enabling Act of the Fairfield-Suisun Sewer District requires all territory annexed into Fairfield or Suisun City to also become part of the District; and,

WHEREAS, the Fairfield-Suisun Sewer District is a Responsible Agency under the California Environmental Quality Act (CEQA) as it relates to the Suisun Expansion Project; and,

WHEREAS, California Forever LLC has agreed to reimburse the District's costs to review its entitlement application, technical reports, environmental documents, and other technical information that has been or may be submitted.

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

1. The District hereby authorizes the General Manager to execute a reimbursement agreement with California Forever LLC.
2. The District hereby authorizes the General Manager to negotiate reimbursable scopes of work with California Forever LLC to adequately review and evaluate the Suisun Expansion Project, and to report back to the Board of Directors on the progress of the review.
3. The General Manager is authorized and directed to take all steps necessary and proper to implement this resolution.

PASSED AND ADOPTED this 23rd day of March 2026, by the following vote:

AYES: Directors \_\_\_\_\_

NOES: Directors \_\_\_\_\_

ABSTAIN: Directors \_\_\_\_\_

ABSENT: Directors \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
District Clerk

**REIMBURSEMENT AGREEMENT  
for the  
SUISUN EXPANSION PROJECT**

This **Reimbursement Agreement** (“Agreement”) is entered into by and between the FAIRFIELD-SUISUN SEWER DISTRICT, a California special district (“District”), and CALIFORNIA FOREVER LLC, a Delaware limited liability company (“Applicant”, each a “Party” and collectively “the Parties”), effective as of \_\_\_\_\_, 20\_\_ (“Effective Date”).

**WHEREAS**, on June 10, 2025, Applicant’s affiliate entered into a Reimbursement Agreement with the City of Suisun City to outline responsibilities and costs associated with the preparation, distribution, and review of planning, environmental, and annexation documents for the Applicant’s proposed Suisun Expansion Project (“Project”), involving the proposed annexation of approximately 22,873 acres of unincorporated land in Solano County into the City of Suisun City;

**WHEREAS**, the Fairfield-Suisun Sewer District Act, Chapter 303 of the Statutes of 1951, provides that “Any territory hereafter annexed to either (Fairfield or Suisun City) shall be a part of the district upon annexation” and the District may thereafter contract for or otherwise provide for sewer, stormwater, and water reclamation services as authorized by the Act;

**WHEREAS**, the District is a responsible agency under the California Environmental Quality Act (“CEQA”) and an affected agency for any annexation proposal to the Solano County Local Agency Formation Commission (“Solano LAFCO”) for the Project;

**WHEREAS**, review and evaluation of the Project may require District staff time, consultants, legal review, special studies, technical analyses, participation in CEQA and LAFCO processes, and other actions associated with the District’s potential future ownership, operation, maintenance, or regulatory oversight of facilities or infrastructure related to the Project; and

**WHEREAS**, the Parties wish to enter into an agreement for Applicant to advance and reimburse funds to the District for all such costs.

**NOW, THEREFORE**, upon the terms and conditions set forth herein, the Parties agree as follows:

1. Applicant’s Reimbursement Obligations

- a. Scope of Reimbursable Costs. Applicant shall reimburse the District for costs associated with the following project review tasks:
- 1) Consultation regarding the District’s jurisdictional role relating to the Project, including development of a framework for the District’s engagement in the environmental, annexation, and entitlement processes.
  - 2) Review and response to initial application materials, including Specific Plan and Vesting Tentative Subdivision Map;

- 3) Review and response to Notice of Preparation of the Project's Environmental Impact Report;
- 4) Consultation, review, and response to the Project's Environmental Impact Report and supporting technical documents; and
- 5) Consultation, review, and response related to the City entitlement and annexation process, as requested by Applicant, City and/or Solano LAFCO staff.

Reimbursable costs shall include costs to review, evaluate, process, analyze, attend and participate in meetings, comment, develop findings and conditions, administer, and any other reasonable actions related to the Project, including but not limited to:

- 1) District personnel time (direct and indirect);
- 2) Consultants, technical experts, and legal counsel retained by the District;
- 3) Special studies or analyses requested or required by the District;
- 4) Administrative, clerical, and document-preparation costs.

- b. No limitations. Applicant's reimbursement obligations apply regardless of the District's review, comments, or recommendations on the Project, and regardless of whether the Project proceeds to approval, is modified, delayed, or denial.
- c. Reservation of Regulatory Authority. Nothing in this Agreement shall be construed as limiting, modifying, or impairing the District's independent authority and discretion under CEQA, the LAFCO process, or any other applicable law. The District enters into this Agreement solely in its capacity as a public agency to ensure cost recovery, and not to support, endorse, or facilitate approval of the Project.

2. [Reserved]

3. Reimbursement for Prior Costs. Within 30 business days of the Effective Date, the District shall invoice Applicant for costs incurred by District related to the Project prior to the Effective Date, and deduct such costs from the \$50,000 Deposit described in Section 4.

4. Initial Deposit; Ongoing Funding; Suspension.

- a. Initial deposit. Applicant shall deposit \$50,000 with the District within 15 days of the Effective Date.
- b. Monitoring. The District shall monitor the balance of Applicant's deposit. If the District reasonably anticipates that funds will be insufficient to cover anticipated costs for the next 90 days, or if the District projects the balance will drop below \$10,000, the District may issue a written request for replenishment. As part of a request for replenishment, the District shall prepare a description of the tasks to be funded by the replenished deposit, and a budget for such tasks. The District shall not be obligated to use its own funds for Project-related work if Applicant's deposit is insufficient.
- c. Applicant's Decision to Replenish. Applicant shall decide, at its sole discretion, whether to replenish the deposit. Applicant acknowledges that if Applicant does not replenish the

deposit, the District may not be able to continue processing the application. Applicant agrees that it shall be responsible for up to \$10,000 in District costs to close out its work following a decision to not replenish the deposit.

5. Deposit and Accounting of Funds. All deposits shall be made payable to the District and accounted for in accordance with the District's standard financial procedures. Funds shall be used exclusively for purposes authorized under this Agreement or any supplemental work authorization agreed to in writing by the Parties.
6. Term. The term of this Agreement shall be three years from the Effective date, unless extended by mutual written agreement of the Parties or earlier terminated in accordance with this Agreement.
7. District Discretion Over Personnel and Consultants. The District retains absolute discretion over the selection, retention, hiring, assignment, supervision, direction, evaluation, and compensation of any and all employees, contractors, and consultants. Applicant acknowledges that District staff and District-retained consultants may perform reimbursable work under this Agreement.
8. No Influence on District Decision-Making. Applicant's advance or reimbursement of funds pursuant to this Agreement shall not:
  - a. Be dependent upon the District's support or favorable review of any project, undertaking, or reimbursement activity, the approval or disapproval of any agreements, documents, or application(s) submitted by Applicant, or the result of any action taken or not taken by the District.
  - b. Influence or be perceived as influencing any District decision or action.
  - c. Create any expectation as to the outcome of any review, study, application, undertaking, or reimbursement activity, or the selection of an alternative favorable to or benefiting Applicant.
9. Prohibition on Applicant Control. Applicant shall not directly or indirectly supervise, direct, or control District employees, agents, or consultants. Nothing in this Agreement prevents Applicant from providing information or analysis to the District, seeking information from the District, or engaging in standard coordination and communication with the District.
10. Miscellaneous Terms
  - a. Indemnification.
    - 1) Non-liability of District Concerning Entitlements. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of the CEQA Documentation, Property annexation and Project entitlement(s), and/or this Agreement which, if successful, could delay or prevent the development of the Project. District shall have no liability under this Agreement for Applicant's inability to develop the Project as a result of a judicial determination that the CEQA Documentation, Property annexation

or Project entitlement is, or any portions thereof, are invalid, inadequate, or not made in compliance with law. Any corrected CEQA Documentation or annexation and/or entitlement documents caused by an adverse judicial outcome will require additional review by the District, per the procedures outlined in Section 4 of this Agreement.

- 2) Participation in Litigation; Indemnity. Applicant agrees to indemnify, protect, defend, and hold harmless District and its officials, officers, employees, agents, and elected boards, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), including, but not limited to, attorneys' fees and costs (herein the "Claims and Liabilities"), arising from or related to this Agreement, CEQA Documentation, Property annexation, or Project entitlement(s). Applicant shall be fully responsible for any monetary judgment arising therefrom, whether such Claims and Liabilities are brought under CEQA, planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local law, rule, regulation, or any applicable judicial decision. The Parties acknowledge and agree that Applicant may be required to deposit funds to cover its indemnification obligation or to provide other security if any such litigation is commenced. If Applicant fails to timely pay such funds, District may abandon the action without liability to Applicant and may recover from Applicant any attorneys' fees and other costs for which District may be liable for abandonment of the action. District shall provide Applicant with notice of the pendency of such action and request that Applicant pay for the costs to defend such action. Applicant's obligation to pay the defense costs of District shall extend until final judgment, including any applicable appeal periods or appellate decisions.
  - 3) Choice of Counsel. It is expressly agreed that the Parties reserve the right to retain independent defense counsel of their choosing. Provided Applicant is fulfilling its obligations to indemnify under Section 10(a)(2) above, the Applicant may, at its sole discretion, retain its own counsel and defend any such claim against the District (or in which the District is a named respondent or defendant) challenging CEQA, the Property annexation or Property entitlement(s), and the Parties shall cooperate with respect to such defense
  - 4) Exception. The obligations of Applicant under this Section shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of District, its members, officers, or employees.
  - 5) Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive the expiration or termination of this Agreement.
- b. Termination. Either Party may terminate this Agreement upon 90 days' written notice to the other Party. Upon such termination by either Party, District may deduct any outstanding invoices or costs from the deposit. After payment of District-incurred costs,

the District shall return any unused deposit funds to Applicant, excepting any financial obligations under Section 10(a) of this Agreement.

- c. Entire Agreement; Amendments. This Agreement constitutes the complete and exclusive statement of the Parties' agreement relating to the subject matter of this Agreement and supersedes all prior agreements, oral or written. No amendment shall be valid unless in writing and signed by both Parties, except Supplemental Work Authorizations executed consistent with Section 2.
- d. Successors and Assignees. This Agreement is for the benefit of, and binding upon, the successors and assigns of the Parties; provided that the District neither Party may assign its obligations under this Agreement to any third party agency or unaffiliated Applicant entity without the advance written consent of both Parties.
- e. Public Record. This Agreement and any finalized studies, reports, and correspondence prepared by the District in connection with the Project shall be a public record of the District subject to the California Public Records Act.
- f. Authority of Signatories. Each signatory to this Agreement represents and warrants that they are duly authorized to sign the Agreement on behalf of such Party and that no further approvals are required to bind the respective Party.
- g. Governing Law; Venue. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. Any action arising from this Agreement shall be filed exclusively in the Superior Court of California, County of Solano.
- h. 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.
- i. Notices. All invoices, notices, and demands of any kind which either party may be required or desires to serve upon the other Party shall be in writing and must be served upon such other party by personal service, facsimile, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows, with a mandatory copy to the email address specified below:

**Fairfield Suisun Sewer District**

Attn: General Manager  
1010 Chadbourne Rd.  
Fairfield, CA 94534

**California Forever LLC**

Attn: Jan Sramek  
2108 N Street # 9555  
Sacramento, CA 95816  
legal@californiaforever.com

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CALIFORNIA FOREVER LLC:**

By:

*Jan Sramek*

\_\_\_\_\_  
Jan Sramek, Manager

**FAIRFIELD-SUISUN SEWER DISTRICT:**

By:

\_\_\_\_\_  
Jordan Damerel, General Manager

Fairfield-Suisun Sewer District			
Contemplated Board of Directors Agenda Items			
March 23, 2026			
Month Year	Contemplated Board of Directors Meeting Agenda Items	Executive Committee	Board of Directors
April 2026	<ol style="list-style-type: none"> <li>1. Quarterly Investment Report</li> <li>2. Report on Vacancies per AB 2561</li> <li>3. Proposition 218 Hearing</li> <li>4. General Manager Annual Performance Evaluation</li> </ol>	4/20/2026	4/27/2026
May 2026	<ol style="list-style-type: none"> <li>1. Adopt Resolution Approving Budget</li> <li>2. Adopt Resolution Approving Employee Salary Schedule</li> <li>3. Review Updates and Approve Investment Policy</li> <li>4. Review Board Compensation</li> <li>5. Award Construction Services Contract for the Lopes Rd. Lift Station Improvements Project 9027</li> <li>6. Award Construction Services Contract for the Electrical Replacement Phase 2 Project 9006 (Suisun Pump Station Standby Power System)</li> </ol>	5/11/2026	5/18/2026
June 2026	<ol style="list-style-type: none"> <li>1. Award Professional Services Contract for Planning Services for the Drainage Maintenance Master Plan</li> <li>2. Award Professional Services Contract for Design Services for the Flood Stations Rehab and Replacement</li> </ol>	6/15/2026	6/22/2026
July 2026	<ol style="list-style-type: none"> <li>1. Quarterly Investment Report</li> <li>2. Award Professional Services Contract for Constructability Review for the Suisun Force Main Reliability Project 9011</li> <li>3. Award Construction Services Contract for the Electrical Replacement Phase 2 Project 9006 (Treatment Plant Substation D)</li> <li>4. Award Professional Services Contract for Planning Services for the Suisun Plant Pipeline Decommission (State Lands Commission Lease Compliance)</li> </ol>	7/17/2026	7/24/2026
August 2026		Not Scheduled	Not Scheduled
September 2026	<ol style="list-style-type: none"> <li>1. General Manager Performance Check-In (Executive Committee)</li> <li>2. Award Professional Services Contract for Design Services for Fall Protection Improvements</li> <li>3. Award Professional Services Contract for Design Services for the Cathodic Protection Replacement Project (Cordelia Force Mains)</li> <li>4. Award Professional Services Contract for Design Services for the Travis/ Pennsylvania Sewer Replacement</li> <li>5. Award Construction Contract for the Suisun Force Main Reliability Project 9011</li> </ol>	9/21/2026	9/28/2026
October 2026	<ol style="list-style-type: none"> <li>1. Quarterly Investment Report</li> <li>2. Award Professional Services Contract for Design Services for the Trunk Main CIPP Lining Project</li> </ol>	10/19/2026	10/26/2026
November 2026	<ol style="list-style-type: none"> <li>1. Adopt Board Calendar for 2026</li> <li>2.</li> </ol>	11/16/2026	11/23/2026
December 2026		Not Scheduled	Not Scheduled
January 2027	<ol style="list-style-type: none"> <li>1. Quarterly Investment Report</li> <li>2. Report on Financial Audit for FY 2025-2026</li> </ol>	1/11/2027	1/25/2027
February 2027		Not Scheduled	Not Scheduled
March 2027	<ol style="list-style-type: none"> <li>1. Directors Report on CASA Winter Conference and DC Policy Forum Meeting</li> <li>2.</li> </ol>	3/15/2027	3/22/2027